

# Veterinary Defence Association

## South Africa



### Handbook for Members



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# PART 1: GENERAL

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## Part 1: General

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## VDA TERMS AND CONDITIONS OF MEMBERSHIP

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As a VDA member, I hereby agree to the following:

1. That I will contact my VDA Consultant for advice and guidance whenever I am faced with a situation or dispute in my practice that may lead to a claim.
2. That I will use the approved VDA Consent to Treatment Form in accordance with VDA Bulletin 3. I accept that I will be obliged to produce a duly signed VDA approved Consent to Treatment Form for every claim, failing which my claim may be refuted.
3. That I will use the VDA certificates or a certificate that I have submitted to the VDA and has been approved by the VDA, in accordance with VDA Bulletins 4, 5 and 6.
4. That I will follow the protocols and will abide by the requirements contained in the VDA Bulletins.
5. That I will familiarise myself with the obligations and exclusions contained in the policy.
6. That I will keep myself up to date by reading the emails sent out by the VDA which contain amendments or additions. I will refer to the VDA website [www.vda-southafrica.org](http://www.vda-southafrica.org), and especially to the section called MY VDA on a regular basis to ensure that I remain familiar with its contents.
7. That, if I am the principal of a multi-person practice, I will conduct a refresher course on the contents of the MY VDA tab at least once every six months for professional staff and will review the contents with any new veterinarian or nurse that joins my practice.
8. That I understand that the VDA material that will be supplied to me during the period of my membership is strictly copyrighted and I agree not to copy or disseminate this material in any manner for any purpose outside of my practice or to non-VDA members. I agree to delete this material and destroy all paper copies of it upon termination of my membership.
9. I will notify the VDA immediately of any claim or complaint arising against me or my practice and I will not communicate with the claimant, plaintiff or complainant or his or her legal representatives or anyone related to the claimant or plaintiff without the VDA's knowledge and consent.
10. I will do nothing that can be construed as colluding with the claimant/plaintiff and will do nothing to damage or circumvent the settlement or defence of the matter.
11. I undertake to supply all information and documents requested and/ or relevant to the matter and will provide my full co-operation at all times.

## NOTES TO THE VDA CONSENT FORMS AND CERTIFICATES

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1. It is mandatory to use the VDA Informed Consent to Treatment Form. VDA Bulletin 3 deals with the application of this consent form in practice.
2. It is mandatory to use the VDA Consent to Vasectomy/Cauda Epididectomy. VDA Bulletin 10 deals with the application of this consent form in practice.
3. The VDA does not accept claims arising from the handling and storage of semen or embryos. The VDA advises members who offer this service to ensure that the client completes the VDA indemnity form enclosed in this file.
4. The other consent forms in the Handbook are advisory and should be used when a particular situation demands that the member seek additional protection.
5. It is mandatory to use the VDA certificates. The protocol for issuing certificates is dealt with in VDA Bulletins 4, 5 and 6. There is a requirement for a blood sample for DNA in every case and a requirement for drug screening in the case of soundness certification. All consent forms and certificates are available on request from the VDA's Head Office in MS Word format. These may be copied onto the practice letterhead for use by the member.
6. All consent forms, certificates and other material generated by the VDA are copyrighted and are available for use only by VDA members in good standing. VDA members in good standing are entitled to copy and reproduce these for their own use. It is an offence for a member who is no longer in good standing to continue to use these documents under any circumstances and all copies, both hard-copy and computer-version, must immediately be destroyed.
7. It is an offence for a VDA member to supply any VDA documentation to another party without the written consent of the VDA.

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## BULLETIN 1 (V4):

### THE FIVE DUTIES OF A VDA MEMBER

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(Memorandum to Membership)

1. To phone or email the VDA and speak to a VDA Consultant whenever you are in a dispute with a client, colleague or staff member or are faced with a situation that may lead to a dispute with a client, a complaint to the veterinary statutory body, a claim in a civil court or tribunal, a referral to an administrative or labour tribunal or a criminal charge against you. Your Consultant is your friend-in-need and his or her sole function is to look after your interests. We encourage you to speak to him or her whenever you are faced with a difficult situation and all calls and emails will be handled confidentially. Your Consultant will not only provide you with all the friendly help and guidance that you need but phoning your Consultant early in the process will also protect you against any risk of having a claim refuted due to late disclosure (inter alia paragraph B.vii and C.6.5 of Bulletin 22), due to you inadvertently assuming risk (inter alia paragraph D and C.6 of Bulletin 22) or due to you inadvertently making an admission (paragraph C.6.6 of Bulletin 22).
2. To fully abide by the decisions of the VDA to defend or settle a claim and to provide full cooperation in terms of providing information, records, assistance, making yourself and members of your staff available to testify in your defence in the courts and other forums. (inter alia paragraph C.2 and C.6.5 of Bulletin 22)
3. To read Bulletin 22 and to be familiar with its terms, especially those relating to the exclusions (Section D). Phone or email the VDA for any further information.
4. To notify us of any previous claims, potential claims or circumstances that may give rise to a claim (paragraph C.6.2 of Bulletin 22).
5. To use VDA-approved Consent to Treatment Forms only and to use VDA-approved health certificates only and to obtain VDA approval for reports. If in doubt, contact the VDA.

## BULLETIN 2 (V4):

### NOTICE TO PRACTICE PRINCIPALS

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(Memorandum to Membership)

Please note that:

1. It is individual veterinarians who become VDA members, not practices. It is the individual who applies for membership and who receives the membership certificate. The reason for this is it is imperative that the VDA has a proper, lawful relationship with each of its members in order to ensure that the resources of the VDA are provided to bona fide members only, that there can be no disputes as to whether a particular veterinarian was entitled to the cover by the VDA or not, and that each veterinarian is personally responsible for complying with the terms and conditions of Membership (see Bulletin 22) and for implementing the Proactive Claims Prevention and Management Program of the VDA.
2. If all the veterinarians and para-veterinarians in a practice are VDA members in good standing, the cover provided by the VDA reserve fund is extended to provide vicarious liability cover for all the non-professional staff of the practice and the practice is eligible for the VDA General Liability Insurance.
3. In the event that the practice pays the membership fee for their veterinarians, the onus remains with the practice to inform the VDA timeously whenever a member leaves the practice, and the practice is liable for the membership fees of the veterinarian until they either provide their own payment details, or they resign their membership. Any fees paid for veterinarians who have left the practice are non-refundable and must be reclaimed from that veterinarian.
4. Practice Principals must please also inform the VDA timeously of a veterinarian and para-veterinarian joining the practice in order for cover for that veterinarian and para-veterinarian to be put in place before the veterinarian or para-veterinarian talks to a client or touches an animal in the practice.

## BULLETIN 3 (V4):

### NOTES TO THE INFORMED CONSENT TO TREATMENT FORM

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(Memorandum to Membership)

Members must ensure that their clients complete a VDA approved Consent to Treatment form containing all of the clauses verbatim, as prescribed by the VDA, prior to commencing treatment. Members must include a considered estimate of costs and specify a procedure or provisional diagnosis (see Bulletin 22 C.1). No consent form means no financial protection for claims.

Refusal by the client to sign such a form entitles members to refuse treatment.

The rule of thumb is as follows:

#### Explanation of the Clauses:

1. This clause provides consent to carry out the treatment specified. Without this, the member would be open to a denial that there was ever an agreement to the procedure, with dire consequences for the member. The additional consent to “any further or alternative measures” provides the member with latitude to take care of unforeseen events that occur, within the scope of the consent given.
2. It appears as if the law may soon recognise that a client has a reasonable expectation for their animals to be provided with continuous 24-hour monitoring by trained staff (irrespective of the financial implications for the veterinarian or practice). This clause must be included in the consent form if the veterinarian / practice is unable to provide this service. The clause means that the veterinarian / practice contracts out of the obligation to inform each client that 24-hour monitoring is not provided and place the onus on the client to make arrangements for 24-hour monitoring elsewhere.
3. This informs the client about the potential for unexpected procedures, such as tooth extractions, during dental treatment. By acknowledging this, the client is providing their informed consent to allow the veterinary team to make necessary decisions regarding their pet's care during the procedure, especially in cases where multiple or all teeth may need to be removed. This helps manage expectations and protects both the client and the veterinary team by ensuring that the client understands the possibility of such actions and agrees to them in advance. It also allows the veterinary team to exercise professional judgment in the best interest of the animal, without requiring additional consent in the moment.
4. This clause means that the client understands and accepts that an exact quote cannot be given at this time. Instead, they have been given an estimate based on what is typical for the procedure. However,

the client also acknowledges that the final cost could end up being much higher than this estimate, depending on specific circumstances or factors that might apply to their particular situation.

5. While the veterinarians at this facility strive to provide the best possible diagnosis, treatment, and prognosis, financial limitations by the client may prevent them from obtaining all the necessary resources or information. As a result, the veterinarians cannot be held responsible for any outcomes that arise from an incomplete diagnosis, treatment, or prognosis.
6. This clause switches any onus of keeping the client up to date with the progress in the case from the veterinarian to the client. It is often difficult for a veterinarian to get hold of the client, but it is usually easy for the client to get hold of the veterinarian or the practice staff to obtain updates. Small animals: A consent form must be completed for any animal admitted into hospital, even if only for observation, and also for any risky, invasive or manipulative procedures. Members must ensure that their clients complete a VDA-approved Informed Consent to Treatment Form, containing the clauses prescribed by the VDA, prior to commencing treatment. The use of the consent form is the single most important measure that members can take to reduce disputes and stress with their clients and to reduce the number of claims made by VDA.
7. This clause waives the right of the client to sue the veterinarian for damages. The VDA uses it to avoid the 99% of claims that are exaggerated, fraudulent, frivolous, vexatious or are otherwise without merit, without wasting large sums of money on legal fees in order to defend these cases. In cases where it is clear that the member was negligent, it places the VDA in a position of strength to negotiate settlements that avoid absurd claims and that are instead limited to the damage lawfully due to the client. The clause also allows the VDA to settle cases ex gratia without further liability, which often becomes an obstacle to the client in lodging a vindictive complaint of unprofessional conduct with the veterinary board (double jeopardy for the member). It has become commonplace for clients to use (abuse) the disciplinary processes of the veterinary boards as a no-cost, no-risk method of testing the merits of their civil claims.
8. Clauses 8 to 12 are self-explanatory.

The VDA has no objection to members adding further clauses to the consent form (e.g. with regard to conditions of payment), provided these do not interfere with the validity of the prescribed VDA clauses.

It is important that you impress upon your reception staff that they check that the client has not modified or deleted any of the clauses, thereby nullifying your VDA financial protection. The completed consent form should be inserted into the hospital file on admission of each animal so that each vet is able to verify that their proposed treatment falls within the scope and estimated costs of the consent given. On completion of the treatment, the consent form must be filed and preserved indefinitely.

## BULLETIN 4 (V4):

### PROTOCOL FOR ISSUING CERTIFICATES AND REPORTS

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(Memorandum to Membership)

1. The VDA urges you to be on your guard whenever you place anything in writing, especially when you add your signature to a certificate or a report. The veterinary profession may be deservedly criticised for being far too free and easy with issuing certificates and reports and doing so without appreciating how serious the consequences may be. If you are ever in doubt about signing any document, please contact the VDA to discuss this with us before doing so.
2. In all cases of certification, a blood sample must be taken for DNA (see VDA Bulletin 6) and in the case of certification for soundness, the protocol in VDA Bulletin 5 must be followed.
3. In terms of the exclusions in Bulletin 22, only VDA approved certificates may be used. Using a non-approved certificate or report may lead to the repudiation of a claim.
4. VDA certificates are copyright and only VDA members in good standing may use them.
5. VDA members are entitled to reproduce VDA certificates on their own stationery. Please discuss any concerns that you may have with the VDA.
6. In the case of small animal vaccination books, it is important for you to understand that, unless you are able to positively identify the dog or cat forensically (i.e. in legal proceedings in a court of law), you should not be putting your signature to it. [Without positive identification, you could be certifying that you vaccinated any other animal that broadly fits the same subjective description!]. There is currently only one practical and legal way in which an animal can be positively identified and that is by DNA by taking a blood sample and following the protocol outlined in Bulletin 6.
  - I. Pre-printed vaccination books: draw a line through the word “certificate” anywhere that this appears in the book and write “This document is not a certificate and has no legal force or value” in indelible ink;
  - II. Alternatively, ensure that, on the same page as the animal is described, the book contains a square onto which blood can be placed and signed by the client and that you have a copy of the page with another blood sample and an original client signature. Then follow the procedure for DNA collection set out in VDA Bulletin 6. In jurisdictions in which pre-printed vaccination books are sponsored, the VDA will negotiate with chosen suppliers to add these requirements to their books and will make such announcements in VDA Newsletters, the VDA website and/or Barks and Bytes emails.

- III. Certificates printed by your practice: add “This document is not a certificate and has no legal force or value”; alternatively on the same page as the animal is described, print a square onto which blood can be placed as well as a space for the signature of the client, certifying that the blood sample is from their animal. A sample of this can be obtained from the VDA offices. Then follow the procedure for DNA collection set out in VDA Bulletin 6.
7. The VDA is aware that there are a number of certificates produced by government and quasi-government departments that members are requested to complete. None of these to date have any provision for the positive identification of the animal, and all of them contain wording in some form or another that a reasonable veterinarian cannot sign because no-one has direct knowledge of the circumstances averred in these certificates. Until the authorities acknowledge that DNA is the only practical way to positively identify animals and that subjective descriptions and microchips are untenable for positive identification, and that private veterinarians should not be coerced into taking on the liability for unlimited, unknowable and unforeseeable circumstances, you must complete a general VDA-approved health certificate appropriate for that animal, following the protocol for collecting DNA in VDA Bulletin 6.
  8. No VDA-approved certificates contain any warranty as to the suitability of an animal for any future circumstance or purpose. The certificate warrants what the member found at the time (moment) of the examination, nothing more. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make any prediction on the future state or utility of an animal. To do so is simply asking for trouble.
  9. The only service that you could possibly provide to a client is to perform a diligent examination of the animal, to report on the pathology found and to make recommendations about any further investigations. This is, in itself, a hazardous activity and is a source of much litigation, particularly when seemingly innocuous lesions turn out to be pathological and cause the owner to suffer losses. We therefore urge you to be aggressive with your recommendations for further investigation, given that there is really no such thing as a lesion that does not have the potential of becoming an issue in the future. Once the member has provided the results and recommendations for further investigation to the client, the member's function has ended, and it is then over to the client to evaluate the information themselves and to make their own decisions based on this. Members must avoid doing this on behalf of the client or making any comments that could be misconstrued as being such, at all costs.
  10. Please discuss any questions or concerns that you may have with the VDA.

## BULLETIN 5 (V4):

### PROTOCOL FOR ALL SOUNDNESS CERTIFICATES

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(Memorandum to Membership)

1. This protocol applies to all certificates dealing with soundness, including movement and breeding. If in doubt, please contact the VDA.
2. In all cases, make certain that the client has signed the VDA Medium and High Value Consent Form with the waiver of liability clause. You will have no cover without it.
3. You may only do pre-purchase examinations and certifications for BUYERS, not sellers, and please ensure that you have a bona fide client-veterinarian relationship with an open line of communication with the buyer. If not, you should refuse to do the certification – the stress and aggravation that such claims will cause you are simply never worth the fee you get paid to do them.
4. You must never do examinations and certifications for SELLERS. And never do certifications for sellers for animals going to auction – our experience tells us that fraud is rife with these sales. And to add insult to injury, our members end up being sued by people with whom they have never spoken and with whom they have no professional relationship, where they don't have any knowledge or control over the terms of the purchase.
5. In all cases, you must inform the buyer that you will be taking a blood sample in order to test for medications such as painkillers, should this be indicated. If they are honest, they will agree. Having taken the blood sample, store the blood for testing (it will most certainly be in the buyer's interests to do so). If the buyer and/or the seller are not honest, they will usually have a negative reaction, and they may refuse. You should then decline to perform the soundness examination. We do not live in a needle-free society – anti-inflammatories, cortisones, syringes and needles, etc., are cheap and easily obtained by lay persons, and this obviously leads to temptation, especially where money is concerned.
6. Ask if another veterinarian has also attended to the animal in recent times and then phone the other veterinarian to find out if there is any reason for you not to proceed with the certification. If you have trouble obtaining the information, please contact us for advice and guidance before proceeding.

## BULLETIN 6 (V4):

### PROTOCOL FOR COLLECTING DNA FOR ALL CERTIFICATES

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(Memorandum to Membership)

Members must collect DNA when issuing any certificate in order to comply with the terms of membership.

1. All VDA approved certificates have a square printed onto the form with a space for the client/owner/lawful agent/farm manager/stable manager or trainer to sign to certify that the blood sample was taken from the animal that is the subject of the examination.
2. When doing the examination, you simply lance the ear or tail tip and dab the blood onto the square on the certificate. This procedure must be done in duplicate. Venous blood may also be used, should you be collecting blood samples for laboratory tests or other purposes. This must be done in the presence of the person signing the form.
3. You then complete and seal one copy of the completed certificate in an envelope, seal the envelope and then get the client/owner/lawful agent/farm manager/stable manager or trainer to sign across the seal and to place the date underneath the signature. The envelope is then addressed and posted to the VDA in your country of membership:

**VDA, 41 Ferox Drive, Glenvista, Johannesburg, 2091**

Please write your practice's name and return address on the back of the envelope and then the animal's name and the name and status of the person that signed the certificate (e.g. Bonzo Smith, Bull Eartag 09-Wentzel, Smuggler's Den – Trainer Alan Jones) elsewhere on the back of the envelope. These names on the envelope must obviously correspond with the names on the certificate.

4. If you cannot immediately complete the certification procedure as you are waiting for the results of further tests, then please ensure that you have identified that further tests are required under "I recommend that the following special diagnostic tests be conducted" on the certificate: e.g. x-ray of the near fetlock and possible further tests" and then under "The following additional tests have been carried out: TBA", or words to that effect. Then proceed to seal it as set out in the paragraph above. The results of these tests will be written on the second copy and the certificate presented to the client.
5. If you have completed a statutory certificate which does not provide for positive identification (see Bulletin 4, Paragraph 7), then include a copy of this certificate in the envelope.

6. The VDA will keep the envelope in safe storage for a minimum period of three years. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is the subject of the claim for DNA matching to the blood sample taken when the animal was certified. This will all be done at the VDA's expense.
7. Once the VDA receives your sample by post, you will receive a confirmation by e-mail from us. Please keep a copy of this in the patient file with the certificate (DNA is very stable, so the certificate can be stored at room temperature). If you do not hear from us within a week, please ask your receptionist to contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.
8. The second copy of the certificate (with the second drop of blood and an original signature from the client/owner/lawful agent/farm manager/stable manager or trainer) remains your property and must be kept as part of your records for at least three years. You add the results of further tests performed on the animal to this copy and you then either provide the client with a copy of this to serve as their certificate, or you use it as a template in order to produce a certificate for the client. [It is irrelevant that this copy does not contain a blood sample or that the first copy does not contain the results of further tests].
9. Please do not use glossy paper on which to print your certificates, as the dry blood may not adhere to the paper. The usual matt 80 gram paper is suitable as the blood gets absorbed into the surface of the paper. If in doubt, please test your paper first.
10. The protocol described above is the minimum procedure necessary to ensure that the "chain of evidence" (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff's legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you or your insurance will ensure that they will scrutinise and attack your chain of evidence.

## BULLETIN 7 (V4):

PROTOCOL FOR AVOIDING COMPLAINTS AND LITIGATION

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(Memorandum to Membership)

1. Keep up with advancements in the field of veterinary medicine and surgery - what was good practice five years ago may be completely outmoded today.
2. Ask if any animal that is first presented to you has been under the care of another veterinarian. If so, proceed in accordance with your veterinary board's rules and recommendations for supersession.
3. Do not hold yourself out as having special skills or knowledge in a particular field unless you are willing to be held to a higher standard of skill and competency therein than other veterinarians.
4. Advise your clients of the normal risks involved before proceeding (there is no obligation to advise of all conceivable risks, especially those that are remote or inconsequential).
5. Giving an encouraging prognosis is acceptable when justified, but you must be wary of making any statement that could be construed as being a guarantee of a particular outcome.
6. Secure the owner's written consent for all treatments and procedures in terms of VDA Bulletin 3 before proceeding.
7. Maintain complete and accurate records of animals in your care or custody. You should record:
  - a. All relevant parameters of the clinical examination (if you do not know what they are, please ask us);
  - b. Results of any examinations, special tests and lab tests;
  - c. Your diagnosis or presumptive diagnosis;
  - d. The prognosis provided to your client;
  - e. The treatment options offered to the client;
  - f. Any treatment refused by the client;
  - g. Name, dose and route of administration of medication administered;
  - h. Name, dose, route of administration and details of the course of medication dispensed;
  - i. The instructions provide to the client for the further management of the case.
8. Refer cases for which you do not have the necessary time, experience or equipment. If referral is not an option, advise the client of the facts and risks involved in proceeding with the case.
9. Whenever possible, avoid having the owner present when procedures that may be misconstrued as insensitive or cruel are required.
10. Likewise, when doing procedures or surgery, avoid having "know-it-all" clients present who may be willing to criticise your professionalism, especially when the outcome is unexpected. Breeders (who were

present at a caesarean) and “horsey” owners (who were present when their horses were treated) are renowned for believing that they know more about veterinary medicine than you do and may be quick to lodge a complaint against your conduct with your veterinary board.

11. In small animal practice, when dealing with difficult pets in the consulting room, it often helps to take the animal away from the owner and to continue the examination or procedure in the hospital. Pets who misbehave in the presence of the owner are often meek, compliant and a pleasure to treat when away from them.
12. Always make sure that hospitalised animals are properly identified. The VDA receives regular claims involving surgery or treatment provided to the wrong animal. In some cases, irreversible surgery has been performed on not just one, but two animals. It is very embarrassing for you when you are obliged to explain what went wrong to both owners concerned and often leads to very expensive claims that could have been avoided with a little care and a reliable protocol for identifying caged animals.
13. Make certain that all medical supplies are correctly labelled before they are dispensed.
14. Obtain the owner's written consent before euthanasia is carried out on an animal, using the VDA Consent to Euthanasia form or a VDA approved form for the purpose.
15. If an unexpected outcome of treatment of an animal or the death of an animal may form the subject of a dispute, complaint or claim, contact the VDA for assistance. When an animal dies, always seek consent for a postmortem from the client and then follow the VDA's directive with regard to how this is to be carried out.
16. If your first treatment is unsuccessful, discuss the further steps that may be required with the client, but never discuss alternative treatments in the context of the possibility that they may have been more successful than your first attempt.
17. Before applying pressure on a client to settle an unpaid bill, always review the case and examine your records to ensure that you will be able to pass muster if the client lodges a complaint against you with your veterinary board or counterclaims against you in court (see paragraph 7, above). We see very few, if any, clinical records that could withstand scrutiny by a critical disciplinary tribunal or competent counsel acting for the plaintiff. And your protocols for treatment are almost always susceptible to criticism and may not look very bright under scrutiny by peers and specialists, especially when the treatment failed and they have the benefit of hindsight.
18. Although debt collection is not covered by your membership, your VDA consultant will be happy to evaluate one such case for you in order to illustrate the risks that debt-collecting involves. In our experience, most complaints to veterinary boards are a consequence of pressure applied by vets to their clients to pay their account.
19. Never admit that you made a mistake and never admit liability to anyone under any circumstances. Never use the word "Sorry". When matters go awry, contact the VDA immediately for assistance. The VDA

Consultants are experienced practitioners specially trained to assist you. If there is any need to make amends for your actions, the VDA and/or its insurers will do that on your behalf, cognisant of the need to protect you and the desire to satisfy your client. When your client is angry and communications are terse, there is probably nothing you can say or do that will make your situation better, so you are better off leaving it up to the VDA to deal with it for you.

20. By all means, indicate concern for the client and the patient but avoid making any apology or excuse which might be construed as an admission of guilt and liability.
21. And, finally, when in doubt, contact the VDA!

## BULLETIN 8 (V4):

### HANDLING & STORAGE OF SEMEN & EMBRYOS

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(Memorandum of Membership)

Members must please note that the professional protection provided for paid up VDA members in good standing is for the performance of acceptable veterinary professional duties in the course of conventional veterinary practice within a bona fide veterinarian-client-animal relationship. (see Bulletin 22, part B.)

While membership will give you professional protection for semen and embryo collection and implantation, **it will not cover you for semen and embryo handling and storage.** (see Bulletin 22, d.5).

In order for members to have cover for claims for semen and embryo collection and implantation, a duly signed VDA Medium and High Value Informed Consent to Treatment Form containing the waiver of liability and owner's self-insurance clauses is required, as is the case with any other procedure.

If members require insurance for handling and storage of semen or embryos, members should seek this from their business practice cover. Professional indemnity does not usually provide cover for handling and storage of semen or embryos. Business practice policies may cover your practice for claims of loss caused by handling errors, breakdown of equipment, misplacement of semen or embryos or equipment, omitting storage flasks with liquid nitrogen, etc.

If your practice does handle or store semen or embryos, we strongly recommend that you ensure that you have adequate cover in terms of a suitable business insurance policy, that you are familiar with all the terms and exclusions of that policy, and that your risk is fully and properly covered by that policy. If you cannot find a business policy that covers this risk, then you need to review whether the income from handling and storing semen or embryos is worth the risk of having to pay a claim out of your own pocket.

A waiver of liability form for semen handling and storage is available from the VDA, but this does not imply that the member will be covered by such a form, and it is used at the member's own risk. Members may try to avoid liability for the whole process by using this in conjunction with the VDA Medium and High Value Consent to Treatment Form, or by adding the following wording into a VDA Medium and High Value Consent to Treatment Form kept especially for this purpose:

*I hereby indemnify the veterinarians and staff of this facility and this facility against any claims of whatsoever nature flowing from or related to the handling and storage of the semen and/or embryos described hereunder.*

Fields describing the sire/dam and providing a practice reference number for the semen or embryos should then be included on the form.

## BULLETIN 9 (V4):

### WHEN AN ANIMAL ESCAPES FROM YOUR PRACTICE

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(Memorandum to Membership)

This is an emotional event for both the member and the owner, and it often takes a concerted effort by the member to keep the owner calm and the situation under control. Animals that escape are a nightmare that awaits every veterinarian, and few of us, if any, get through practice without experiencing it. Every cat hospitalised is a potential escapee, especially feral cats who have been hospitalised for sterilisation, or other procedures.

When animals are not found immediately, the necessary process of informing neighbours and placing adverts in the media is likely to be embarrassing for the member. The only consolation we can offer is that most people understand and that people generally have short memories.

The following procedure should be adapted to the specific circumstances that prevail:

1. Ensure that all other animals are safely confined and all entrances and exits are closed.
2. Search the premises. Get all your staff involved in the search and make sure that staff that were not on duty at the time are fully aware of the situation and are up to date on progress. There is nothing worse or potentially more inflammatory than the client phoning for an update on the search and speaking to a receptionist who is vague on progress, or to a weekend receptionist who knows nothing about the case.
3. Inform the owner and:
  - a. Show that you are concerned that the animal has escaped;
  - b. Explain the steps that you have taken and the steps that you intend to take;
  - c. Offer to place appropriate advertisements in local publications.
  - d. Ask the owner if there is a photograph available of the animal;
  - e. Update the owner at regular intervals and, if the owner is willing, get the owner involved in the search. An active owner is often less of a liability than an owner sitting helplessly fretting at home;
4. Keep a written record of all communications with the owner as well as details of the steps that you took to find the animal. You may need this to show that you behaved reasonably under the circumstances, in the event that the client sues you or lodges a complaint against you with the veterinary board.
5. Designate just one person in the practice to issue information from the practice, if possible, to ensure that information emanating from the practice remains consistent.
6. Also inform the VDA, the welfare organisations, other veterinary practices, local boarding kennels and grooming parlors, the local shops as well as the local police and anyone else who may be of value.

7. Place a large poster in your waiting room and use word of mouth to spread the word.
8. Your local newspaper may be willing to report the escape prominently.
9. Publicity is usually short-lived, so consider informing the local press that you are offering a reward, in the hope that they will publish another article in order to prolong the publicity.
10. Keep a record of every message received and note the time, date, address and details of any sightings.
11. If the owner threatens legal action or if the reporters ask about your procedures and how the animal could possibly have escaped when it was under the care of a professional, it is best to divert their attention by telling them that your immediate concern is for the recovery of the animal.

BULLETIN 10 (V4):  
PROTOCOL FOR VASECTOMY

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(Memorandum of Membership)

Some very large claims around the world have resulted from vasectomy failures, both in animals and in humans. In humans, the bulk of the claim for damages is usually based on the costs of raising an unwanted child to adulthood, whereas with animals, the bulk of the claim is often for losses caused by an inferior calf crop, the loss of one season in the improvement of the herd and for the wastage of the last semen of a one-of-a-kind bull (of course!). Re-canalisation of the ductus deferens (vas deferens) can occur at any time after the procedure has been completed, often months or more after the event.

1. In order to have cover for claims arising from a vasectomy, members must be able to produce the VDA Consent to Vasectomy form, or a VDA-approved equivalent, signed by the owner, agent or farm manager.
2. A copy of a Specialist Veterinary Pathologist's report must be attached, certifying that both ductus deferens (vas deferens) removed from the above animal have been positively identified and are at least 3 cm each in length, or, in the case of an epididectomy, both cauda epididymis removed are positively identified and are complete.
3. A veterinary certificate must also be attached, certifying that on 3 occasions at minimum 30-day intervals, two attempts at procuring a proper ejaculate were made 5 - 10 minutes apart and smears of the product obtained were free of sperm. As the ductus deferens (vas deferens) can re-canalise at any time after the operation, the consent requires the owner of the animal to arrange for a fertility test each year before putting the male animal with female animals.
4. The usual DNA sample to positively identify the animal must also be taken. (See Bulletin 6).
5. The VDA recommends that, during the procedure, at least 1 cm of the proximal and distal ends of the ductus deferens (vas deferens) should be doubled back, ligated and separated by fascia.
6. It may take up to eight weeks for semen samples to become totally free of living spermatozoa from the time of vasectomy. Ejaculations will shorten this period.

## BULLETIN 11 (V4):

PROTOCOL FOR OVARIOHYSTERECTOMY

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(Memorandum of Membership)

The ovariohysterectomy is arguably the most complicated operation performed routinely by general practitioners and for some reason is generally downplayed by the profession, when it actually involves some rather complicated abdominal surgery. The most common claims relating to ovariohysterectomy are due to post-operative hemorrhage. The VDA considers this to be a natural risk of the procedure and requires the plaintiff to prove that the operation was not carried out to the required minimum standards. The risks relating to the procedure can be minimised if the following points are observed:

1. Make sure you remove both ovaries.
2. Make sure you do not accidentally ligate and sever the ureter.
3. Surgery during pro-oestrus, oestrus, met-oestrus and pregnancy and surgery in older bitches and bitches that have had large numbers of litters usually increases the risk. Surgery around oestrus also increases the risk of a mating post-surgically, with rupture of tissues, peritonitis and death as a consequence. If the owner insists on having the bitch spayed at these times, you need to carefully explain the risks to the owner and make a note in your records that you did so.
4. Haemostasis is normally required at three specific sites, being the two ovarian and the vaginal vessels, and the broad ligaments may need to be tied off separately. Do not use one ligature for two ovaries and the uterus together. It is well known that the short ovarian ligaments make access difficult, so the precise and secure placement of ligatures is not easy. The tense, tough suspensory ligament at the cranial edge of the ovarian ligament is a major obstacle. It is comparatively avascular and can be carefully severed by blunt or sharp dissection or can be torn in a controlled fashion, which greatly improves access. The ovarian tissues are better visualised by extending the abdominal incision up to, through and even beyond the umbilicus.
5. In spite of branching off directly from the aorta, the ovarian vessels are relatively small. The main blood supply to the cranial uterine and ovarian areas is derived in a retrograde direction from the uterine arteries. Although haemorrhage from the uterine arteries will cease when they have been ligated at the cervix, it is preferable to include the cranial end of the uterine artery in the ovarian ligature, or ligate it separately, if preferred.

6. The broad ligament can usually be torn carefully in a caudal direction without the need for ligating the vessels, but at the most caudal part, the uro-genital artery (from which the uterine and vaginal arteries arise) can be accidentally severed with the risk of severe haemorrhage. The torn vessel should be located and ligated.
7. The uterine arteries run along the lateral aspects of the cranial vagina, cervix and uterine body. It is preferable to ligate each vessel separately but, if a single ligature is used, it should transfix the vagina to prevent it from slipping. A further useful precaution is to hold the severed vaginal stump with fixation forceps applied to its tip and observe it for some seconds for evidence of bleeding.
8. True haemophilia is a sex-linked condition affecting male animals, with female carriers. It is rare in animals. Spaying, or any surgical procedure, is hazardous in dogs with von Willebrand's disease, a condition known to occur in the Doberman Pinscher as well as in other breeds. Routine laboratory measurements, including clotting times, are of no value in the diagnosis of vWd since it is a condition affecting platelet adhesion, not the ability to form a fibrin clot. The most useful screening test is buccal mucosal bleeding time. This technique has been described by Jergans et al in the American Journal of Veterinary Research Vol 48, 1337-42.
9. Any animal with a previous history of a bleeding problem or having a relative with a bleeding problem should be investigated prior to undertaking any elective surgical procedure. The investigation should include, at least, a platelet count, prothrombin time, activated partial thrombin time and von Willebrand factor measurement.
10. Make sure you close the linea alba / musculature incision carefully so that there are no gaps and that these sutures have grasped sufficient muscle and its lining on both sides to hold. We recommend suturing in three layers – musculature, subcutaneous and skin.

BULLETIN 12 (V4):  
PROTOCOL FOR DISPENSING DRUGS

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(Memorandum of Membership)

This bulletin is in line with our Proactive Claims Prevention Program and, when carefully followed, offers a professional and ethical manner of handling, storing and dispensing drugs.

1. Veterinarians are required to label all dispensed medication in full including the following:
  - a. Date of supply / dispensing;
  - b. drug name, concentration, and amount;
  - c. batch number or expiry date;
  - d. dose and route of administration;
  - e. patient's and owner's name;
  - f. your clinic's full contact details;
  - g. a warning that it is veterinary medicine, is not intended for humans, and is to be kept away from children.
2. Extra or off-label use refers to the use of a drug a) in a species, b) for an indication, c) at a dosage or route not described in the package insert. According to Section D.7 of Bulletin 22, the VDA reserve fund shall not indemnify members for claims arising out of the selling, dispensing, administration or use of drugs for purposes that are in conflict with the warnings or contra-indications contained within the package insert. In addition, neither the SAVC nor the Medicines Control Council advocate extra-label use. They do, however, accept that veterinarians need to use / supply drugs extra-label on occasion, but that the prescriber remains accountable. The deciding factor is whether you are acting in the patient's best interest and the SAVC / MCC will expect you to be able to prove this with scientific data.
3. Consider the following guidelines:
  - a. Whenever you use a drug, you must have a rational basis for justifying the use of the drug. For example, if a veterinary product is registered but the human generic is identical and the cost is significantly lower, this may qualify as a reasonable justification for using the human generic.
  - b. If the drug is contra-indicated for that use, do not use it.
  - c. It is unlawful to use unregistered products unless you have Medicine Control Council approval (e.g. Lysodren). You must have a signed consent form from the owner of an animal for drugs that require MCC approval. If there is a registered alternative, you must use it.

- d. The drug must be registered for that indication in at least one species. In other words, it is unlawful and/or unjustifiable to practice experimental medicine or drug trial unless you are licensed to do so.
  - e. If you use a drug that is not registered for use in that species nor for that indication, you must have a signed off-label consent form from the owner.
  - f. If the drug is toxic or dangerous or has remarkable or dramatic effects (e.g. Lysodren), you must get written consent from the owner of the animal.
  - g. Ascertain what the financial implications of using an off-label drug will be. Most insurance companies will not provide cover for this purpose. This may compel the owner of the animal to look to you for compensation.
  - h. There must be a bona fide relationship with the owner, and the animal must be a bona fide patient under your direct control.
  - i. You must make reasonable arrangements in the event of adverse reactions.
  - j. Take note of Sect. 7.1 of the Code of Conduct available on the SAVC website.
4. All schedule 5 injections and S6, up to S7 drugs, and especially M99 & euthanasia solutions, are not to be dispensed. Only tablets may be dispensed. According to Section D.6 of Bulletin 22, the VDA reserve fund shall not indemnify members against any claim, liability, loss, damage, costs or expenses of whatsoever nature, including human illness or death, arising from euthanasia solutions, game capture drugs, tranquilizers, anaesthetics and any other hazardous drugs and products or the dispensing of any drugs or substances other than for a bona fide purpose for a bona fide patient in a proper veterinarian-patient-owner relationship.
- a. These drugs must only be used by you, the veterinarian.
  - b. It is a legal requirement that S5, S6 & S7 drugs are locked in a drug safe or strong cabinet, and only registered veterinarians have access to the keys or safe code.
  - c. It is also a legal requirement that a drug register is maintained and balanced every three months or sooner by the registered veterinarian. See Sect. 30 of Regulations to Act 101.
  - d. M99 must be under your personal control at all times. You must handle, draw up, and even shoot the gun. You may not sell M99 to a lay person or at all.
  - e. The VDA requires that only a registered veterinarian handles S6 & S7 drugs. You must draw up and inject euthanasia solutions – you cannot draw up the syringe and hand it to your nurse or kennel assistant to inject. It is prohibited to sell or give a bottle of euthanasia solution to an animal welfare organization for use at their discretion. See Sect. 7.4 of SAVC Code of Conduct and Rule 10 of SAVC Rules.
  - f. Drugs such as Phenobarbitone may be dispensed in tablet form but only for a period of thirty days. You may not sell Rompun.

- g. There is no good reason for scripts to be used in veterinary practice. You cannot bypass any requirement by writing a script for a client and then filling the script yourself. You may only write a script for bona fide patients, but then a pharmacist must fill the script. You cannot fill the script for another veterinarian except if that vet works in the same practice as you, but in this instance your clinical record serves as the basis for a veterinary associate to dispense a drug. You are not entitled to act as a pharmacist by filling scripts. See Sect. 34 of Vet Act 19.
5. You are not allowed to sell any scheduled medicine over the counter as though you are a pharmacist. Any drug that you dispense and sell must be for an animal or (in the case of large production animals) a group of animals that are under your direct supervision. You, or any veterinarian that works in your practice, i.e. a partner, principal, assistant or locum must have consulted with the owner and examined that animal or group of animals every time you prescribe and dispense a drug. See Sect. 34 of Vet Act 19.
6. In the case of food animals, only use registered products for uses specifically indicated in the package insert. Withdrawal periods and the safety of food products are issues that are too important to tamper with, and these issues override all the above exceptions.

#### **7.4 ADMINISTRATION OF MEDICINE BY LAYPERSONS.**

##### **See Rule 10**

**\_As a general rule a veterinarian may delegate the administration of a medicine to an animal provided that the requirements of Rule 10 are met. However, veterinarians are not entitled to delegate the administration / prescribe the administration of any etorphine hydrochloride, thiofentanyl oxylate, fentanyl or other synthetic opioids (schedule 6 substances) and has to administer these substances personally as the effect of these substances are to anaesthetise animals.**

#### Rule 10. Use of veterinary medicine

- (2) To tranquilise, sedate, chemically immobilise or anaesthetise wildlife, any schedule 5 or 6 medicine to be administered parenterally, must be administered by a veterinary professional personally.

**34. Dispensing of medicine.**—(1) A person who is registered or deemed to be registered in terms of this Act to practise a veterinary profession, may personally compound or dispense any medicine which is prescribed by himself or by any other person with whom he or she is in partnership or with whom he or she is associated as a principal or an assistant or a *locum tenens*, for use in the treatment of an animal which is under his or her professional care: Provided that he or she shall not be entitled to keep an open shop or pharmacy.

(2) A person referred to in subsection (1) shall not accept or obtain any commission or other reward from a pharmacist or other supplier in connection with medicine which is compounded or dispensed by virtue of a prescription.

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SAVC NEWS/ SAVR NUUS March/ Maart 2005

## DRUG ISSUES

Courtesy of the Veterinary Surgeons' Board of Western Australia-Newsletter, December 2004

Alternative use:  
"For animal treatment only", position on label at vets discretion

"For external use only" -  
If not for internal use

Quantity +Name of drug + Strength

For Veterinary Use Only  
Keep out of reach of children

(10) Prednisolone TABS 20 MG  
Give one tablet in the morning

Patient's record identifying number

Animal species + owner's Surname

Dog Sebastian Miller 250904 6578AB

Happy Animal Veterinary Clinic  
227 Stubbs Terrace, Shenton Park

Name and address of veterinary practice

Date of supply

### How does your clinic label compare with this one?

It is important to label animal medicines correctly because it ensures:

1. You are compliant with Act 101 of 1965 (Refer to Newsletter 33 of June 2003);
2. You are compliant with Good Pharmacy Practice go to [www.pharmcouncil.co.za](http://www.pharmcouncil.co.za);
3. In the case of accidental poisoning this information can help the Poisons Info Line save a child's life- Call 0800 333444, Netcare poison centre.

## BULLETIN 13 (V4):

### PROTOCOL FOR CLINICAL NOTES

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(Memorandum of Membership)

This Bulletin deals with record-keeping for small animals only and has been compiled from Rule 26 as well as SAVC hearings in which members were found guilty of transgressions relating to the items that related to their notes. We refer to "clinical notes" to emphasize the personal, abbreviated and aide memoire function of clinical notes and not to 'records' because the word 'record' implies a formal or possibly legal document.

The VDA has yet to defend a large animal practitioner member for a transgression in which the matter recorded in his or her notes was relevant, so we are not able to draw any conclusions about what the minimum standards for large animal record-keeping will be in the future. Our advice is to follow the contents in this Bulletin in relation to the treatment of individual animals but to use your discretion in the case of the collective diagnosis and/or treatment of groups of animals. We will keep members informed of any new developments in this field.

Good record-keeping is of the utmost importance. Veterinarians are now required to record as much detail as possible at the time that it occurs. This administrative function is part of your professional time, and you may charge for it. Each animal must have a separate record (computer file or piece of paper) which must identify the animal and the owner completely. A record implies a permanent copy, either hand-written in ink, or digitally stored on a computer, and backed up.

In a disciplinary hearing, you may be judged in the light of the eventual outcome of the case and not on what your clinical impression was at the time of the examination. This means that clinical parameters and facts that you did not think were relevant at the time of the treatment become relevant at the time that your conduct is judged. Since you will not know in advance what these parameters and facts will be, the only safe way forward is for you to record all the known parameters and facts. If you do not, the SAVC's prosecutor may argue that if these parameters and facts are not in your records, then you did not perform them; therefore, your examination, diagnosis and treatment was inadequate and a conviction for unprofessional conduct may follow.

To illustrate the point: Elderly, obese Labrador is presented with a limp and is treated accordingly. A few days later the dog is presented with severe anaemia and subsequently dies in hospital. Biliary is the diagnosis. The clinical notes for the lameness do not include parameters relevant to anaemia or biliary, such as temperature, heart rate, pulse rate, pulse quality, respiratory rate, mucous membrane colour and capillary refill time or the results of a blood smear or Haematocrit. This is reasonable for a dog with a limp, but not for a dog with biliary. The tribunal will examine the veterinarian's conduct with the ex post facto knowledge that the dog probably had biliary when it was brought in for the limp.

Result: Conviction for inadequate diagnosis, treatment and management of the case.

How could the veterinarian have prevented the conviction? The answer is: only by looking at and recording every possible parameter. The point being that as a veterinarian will never know what may happen to the patient subsequent to the examination, the only way to protect him- or herself is to examine and record all of the parameters. Yes – and to do blood smears on every medical patient, including those that limped in with no fever or other sign of biliary.

You should record the following 16 parameters at the time of your clinical examination, including pre- and post-anaesthetic examinations:

SIXTEEN PARAMETERS OF CLINICAL EXAMINATIONS			
1	Temperature	9	Pulse Rate (including pulse deficit)
2	Habitus (state of mind)	10	Pulse Quality
3	Appetite	11	Capillary Refill Time
4	Drinking	12	Mucous Membrane Colour
5	Hydration	13	Respiratory Rate
6	Vomition	14	Urine (Nature)
7	Diarrhoea	15	Faeces (Nature)
8	Heart Rate	16	Salivation

With regard to conversations with the owner or responsible person, you should record:

- what information you gave the owner,
- what tests and treatment you offered the owner
- the expected costs of the options offered
- whether the owner refused anything offered.

Make sure that you have a duly signed informed consent to treatment form for all procedures and surgery (See VDA Bulletin 3).

In addition, at each clinical examination, you should examine and record your findings on each organ system or body region as follows:

- what information you gave the owner,
- what tests and treatment you offered the owner
- the expected costs of the options offered

- whether the owner refused anything offered.

A clinical examination and a record of your findings as outlined in paragraphs 1 & 2 should be performed:

- at the initial consultation,
- before and after any surgical procedure
- at the beginning and end of each day for hospitalized patients (or more frequently, if the case demands this)

At any stage, you should record:

- all tests performed and the results thereof,
- keep evidence that the test was performed in the case of radiographs, etc.,
- your diagnosis,
- your treatment which should include the name of any medication, the amount, the strength, dose, frequency and route of administration.

A minimum database should consist of your clinical examination and the results of any tests that provide you with enough evidence to make a diagnosis and initiate treatment. If you do not have sufficient evidence to make a diagnosis, please do not make one and do not venture one to the client. Your duty is to offer the tests that you need to confirm the diagnosis. If the client declines to pay for these tests, then you should decline to make a diagnosis. The best you can do is to treat the symptoms, and it would be most prudent to inform the client that this is the best you can do under the circumstances.

You may occasionally need to add new information or re-assess your diagnosis and treatment. The best way to do this, if it is soon after the initial recording, is to add the information below on the same record with a new date for the entry. If it is well after the event and especially if it is subsequent to the receipt of a “please explain” letter or a summons, then it is best to do this as a separate record. If the information is added to the original record, this needs to be made clear, otherwise you may be accused of fraudulently altering your records. Remember that, in disciplinary hearings, fraud and dishonesty carry a higher penalty than inadequate examination, diagnosis and treatment and may make the difference between a foreign veterinary board accepting your application for registration or not.

## BULLETIN 14 (V4):

### PROTOCOL FOR DENTAL PROCEDURES

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(Memorandum of Membership)

The days of looking in a dog's smelly mouth, admitting it, giving it a General Anaesthetic and pulling out the loose teeth are over. Vets who practice at this level will have occasional mortalities that land them in hot water with their clients and with the SAVC. These cases are indefensible, as the protocol followed is well below the expected standard of care and treatment. Vets doing this may get away with it nine out of ten times but may trip up badly when the procedure goes wrong.

Members need to seriously consider that a patient with severe gingivitis and osteomyelitis (loose teeth) may have an array of disease processes going on internally in the body that may not be visible from a clinical examination but make the anaesthetic extremely risky. In some cases, the pathology is so extensive that the anaesthetic simply acts as euthanasia solution.

1. A dental procedure requires tranquilisation with immobilization (e.g. Domitor) for scaling and polishing; and general anaesthetic for any other dental work like tooth extraction. Holding a conscious animal down in order to do any dental work is not acceptable.
2. Protocol: In all cases, make sure that the client has completed the VDA-approved informed consent to treatment form.

#### Young patients

- a. If the patient has tartar only but is otherwise fit and healthy, then proceed with a thorough clinical examination, G.A. and scaling.
- b. If the patient has tartar and gingivitis, then proceed with thorough clinical examination, G.A. and scaling, but it is essential to medicate with antibiotics before and after the procedure, as the scaling process causes a bacteraemia and toxemia.
- c. If the patient has tartar, gingivitis and loose teeth (osteomyelitis), then regard the patient as unhealthy and a substantial anaesthetic risk. Stop, do thorough clinical and full blood profile as your minimum database. If there are any other symptoms, like coughing, then do thorough workup. If the test results are normal, still warn clients of risks.
- d. Then place animal on a drip and proceed with G.A. and dental treatment and treat with antibiotics before and after the procedure.

### Middle aged to old patients

- e. Irrespective of the patient's condition or whether it has gingivitis and/or osteomyelitis (loose teeth), take heed. Do a thorough clinical examination and a full blood profile as minimum database. If there are any symptoms, do a thorough work-up on these. If the test results are normal, still warn clients of risks. Then place the animal on a drip and proceed with G.A. and dental treatment, with antibiotics before and after the treatment.
  - f. If this older dog has osteomyelitis (loose teeth), give a guarded prognosis, warning the client that the anaesthetic and treatment carry a substantial risk.
3. As with any general anaesthetic, offer the client a clinical work-up which should include urinalysis and a minor medical profile at a veterinary laboratory which must include a full blood count, Na, K, Ca, urea & creatinine, protein and bilirubin. If the client refuses, note the tests offered and refused on your clinical record. Record that you have warned the client of the dangers and that they have elected to proceed at their own risk.
  4. Pathological fractures of the mandible: where the plaque has grown extensively and exposed the tooth root in all breeds, but especially cats and toy breeds with small mandibles, you must warn the owner that a pathological fracture is possible and would require orthopaedic surgery to repair, with the possibility of non-union.
  5. If any dental procedure results in any haemorrhage, antibiotics and pain killers are essential post-operatively. If it is foreseeable that haemorrhage may occur, you should pre-medicate with antibiotics. It is advisable to test for a fistula after removing a tooth.
  6. All dental instruments should be sterilized in the same way that you sterilise general surgical instruments.

BULLETIN 15 (V4):  
PROTOCOL FOR ALTERNATIVE MEDICINE

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(Memorandum of Membership)

Alternative Medicine has become an accepted part of main-stream Western veterinary and human practice. The efficacy of alternative medicine is not being deliberated in this bulletin. Alternative medicine includes, inter alia, acupuncture, homeopathy, and chiropractic manipulation.

1. The SAVC has published a ruling on acupuncture that states that “at an inquiry, which might arise from the application of acupuncture, the person so appearing before Council would have to explain his conduct as a veterinarian and not as an acupuncturist”. This would apply to a veterinarian utilizing any alternative therapy.
2. As a veterinary alternative medicine practitioner and member of the VDA, you would be required to adhere to all the bulletins of the VDA. In particular, a VDA-approved informed consent form would need to be completed for each patient for each treatment regimen.
3. A full clinical workup incorporating all clinical parameters would have to be performed and you would have to adhere to the contents of Bulletin 13.
4. If you treat valuable animals, i.e. horses or stud ruminants whose value exceeds their emotional attachment, you must contact the VDA to develop an information sheet, have it approved, and record on your clinical record that it has been given to the client.

BULLETIN 16 (V4):  
PROTOCOL FOR AGGRESSIVE ANIMALS

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(Memorandum of Membership)

Aggressive animals are a daily professional hazard which we have all experienced. We all use various forms of handling and restraint that work for us. We all have a fairly good idea when an animal is scared and using aggressive behaviour to warn us, or when an animal is downright mean. Tranquilize the scared ones, send the mean ones away. We have no business fighting with animals. The only acceptable means is chemical restraint.

An aggressive dog policy is something that each practice should institute

1. Begin by examining the animal with the owner present as the general rule.
2. If you are unable to properly examine the animal, and you can manage to carry it or walk it on a lead, take it away from the client and into a quiet back room of the hospital. Many dogs are protective towards their owners, and separating the dog from the owner sometimes makes the dog more submissive. Make another attempt to examine and carefully assess the animal's attitude.
3. If the animal now allows you to examine it, continue with your clinical examination.
4. If the animal is still aggressive or untrustworthy, return it to the owner, explain the physical risks to yourself and your staff, and explain that the only way forward is to sedate the animal, but that the client needs to hold their pet properly in order for you to administer any drugs.
5. If the client or the animal does not co-operate with this, do not proceed any further with your consultation. Suggest behaviour therapy and/or invite them to look for another vet.
6. Make copious notes on your clinical record about what transpired, what you offered, what you attempted, and why it failed.

The professional risk. A veterinarian who does not do a proper clinical examination, even though the animal is refractory, leaves themselves open to investigation, a hearing and conviction by the statutory board.

The indemnity risk. There are certain animals you should refuse to have in your practice. Very aggressive dogs may land up badly biting someone – either the owner or the vet, an employee, or another client or patient in the waiting room. These possibilities have potentially devastating financial consequences for you. Continuing to see these vicious animals means that you are taking risks while knowing the danger, and a judge may find your conduct to be reckless, and this multiplies your liability.

Cannot mitigate risk. A signed consent form by the owner of the aggressive dog does not make that client liable for any damages their dog may inflict on others. In addition, a signed consent form from anyone will not waive your liability to staff members or other clients if an aggressive dog bites them. You, the veterinarian, are the trained professional and the owner or representative of the hospital to whom owners come for help. You will be viewed by the legal authority as having the training, the experience, the authority and the responsibility to deal with all animal related matters.

Fight or Flight. Animals exhibit a spectrum of emotions in the consult room from calmness & playfulness to anxiety & trying to hide fear and aggression. You never know what is going to trigger an animal's fight or flight reflex. Consulting rooms are usually strange and frightening places for animals. In addition, the animal is being examined in a very imposing way that most animals are not used to. This leads to situations in the consult room which tend to escalate when each party, the vet and the animal, is each trying to establish dominance. There is not a particular point where one can predict that an animal is going to turn on the handler. You need to be coolly unemotional so that you can objectively assess the situation as it progresses and stop before damage is done. Do not hit the animal in front of the owner. Do not attempt to train the animal in 1 minute in front of the owner, no matter how good a trainer you may think you are – the owner did not come to you for training, only for veterinary medical intervention.

Cats. Remember that cats can be dangerous too. Cats have five weapons, 4 sets of claws and a set of teeth, and they are not afraid to use them. If there is any suggestion from the owner that their cat may be a stray or difficult to manage, have the owner handle the cat if they can. If the owner states that they cannot handle their cat, take appropriate action. Close all windows and doors and make sure the people on the other side are aware of your predicament and do not open your door. There are a number of methods to restrain a cat such as skin-fold grips, boxing gloves, wrapping in towels, and reducing the space in their container until the cat is squashed tight before administering a sedative. Whatever method you use, do not apply your restraint for long enough to cause asphyxiation. Remember, physical restraint is only applied long enough to administer chemical restraint, which is the only acceptable method.

A final resort. If there are no alternatives, and the aggressive animal is in dire need of medical help, you may have to resort to regarding it as a wild animal. In this case, try applying a sedative or anaesthetic orally (eg Ketamine in bread), or using a dart gun or similar apparatus.

## BULLETIN 17 (V4):

### POLICY ON SUPPLYING CLINICAL NOTES

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(Memorandum of Membership)

*(Please read all the way through to the end of this bulletin to identify specific instructions under particular circumstances).*

It is becoming increasingly common in veterinary practice for clients and third parties to request copies of clinical notes. It is tempting to do the most expedient thing by simply handing over a copy of your raw records, especially on busy days.

In its many years of operations, the VDA has seen many cases in which Veterinary Boards have tried to use clinical records to unfairly trap accused veterinarians; many cases in which opposition lawyers have tried to use them to discredit veterinarians in order to win cases for their clients; and many cases in which veterinarians have tried to discredit their colleagues when clients switch practices.

#### Ownership rights, Information and Confidentiality

The basic position is that clinical notes are owned by and are the personal, private property of the authoring veterinarian and co-owned by the practice under whose auspices s/he created the notes and are therefore **confidential and privileged**.

The client does not have any automatic rights of access or ownership of notes or radiographs. The client pays for the veterinarian to provide him/her with the information based on the notes and tests, not for the ownership rights of the *media on which the information is stored*, (paper or electronic).

Clients also have the right to confidentiality, which means that the information and the notes containing that information may not be provided to a third party without the client's written permission.

It appears that legislation in certain countries has taken away human medical practitioners' rights, and human doctors are compelled to provide copies of their patient's records on demand. In the future, this legal instruction may come to apply to veterinarians, as legal certainty is obtained and determined by the highest courts in each of the VDA's countries of operation.

#### Function of Notes - Aide Memoir

The VDA is of the opinion that clinical notes are merely a personal aide memoir for the sole purpose of helping him or her remember what occurred in the treatment of an animal. Consider too that clinical notes can never be complete because not all tests can ever be conducted to know with certainty everything about the patient. Clinical notes are written using abbreviations that are incomprehensible to others and often in handwriting that is difficult to decipher.

The veterinarian does not compose these records with the intention that they might later be used by a Veterinary Board to judge his professional conduct and fitness to practice; to be used in court proceedings as evidence or proof of medical malpractice or criminal negligence; to be used by a colleague as basis for making disparaging remarks to a mutual client; or for any other purpose.

Veterinarians simply do not have the medico-legal expertise to be able to write comprehensive and competent, legally water-tight clinical notes. Any honest requestor will have to admit that there is little value in obtaining clinical notes – other than to use against the veterinarian for ulterior purposes.

### Powers of Veterinary Boards

Despite the above, some veterinary statutory bodies have unilaterally grasped the power to demand clinical notes. Investigators, prosecutors, tribunal members and specialist expert witnesses pore over the notes at their leisure, (unlawfully) using the benefit of hindsight (*de post facto* knowledge) of the subsequent outcomes of the case. The notes are analysed, criticized, torn apart and used as proof that the veterinarian is incompetent and failed to meet minimum standards.

No veterinarian can or *should* ever be expected to simultaneously record facts relevant to the treatment of the patient before him or her; and simultaneously ensure that these records are complete for all future unknown purposes; and that they will stand up to forensic scrutiny. They could not do so, simply because medical and surgical outcomes are unpredictable and veterinary medicine is not an exact science.

### Train Receptionists and Clinic Staff

Clinic staff should always refer a request for clinical notes to the authoring veterinarian or principal, as they are, after all, his or her personal intellectual property. **Reception staff should never hand out records and other private documents to anyone who asks.**

Once the records leave the veterinarian's possession and control, anyone may be able to obtain a copy to be used for an ulterior purpose. Please contact the VDA if you have such a request so that we can assist in determining the member's rights and obligations.

### Members should proceed as follows when they receive requests for information:

### 1. **A colleague giving a second opinion or taking over the client:**

Colleagues are entitled to obtain relevant information for a patient for whom they have been requested to provide a second opinion or to take over as a patient. You are obliged to provide relevant information only; you are not obliged to provide all the history of prior and unrelated consultations and treatments. The VDA recommends that you communicate this information verbally only and do so while referring to your clinical notes. Be prepared to answer questions and to volunteer further information or suggestions that might be of value to your colleague. Most importantly, make concise notes of this conversation! Radiographs can be photographed with a digital camera or scanned on a common computer scanner and e-mailed, but originals must never be relinquished, as they form part of your records and your defence. Laboratory reports, paper graphs and images and other reports can be faxed or scanned and e-mailed.

### 2. **Veterinary Boards:**

Veterinary statutory bodies and the related veterinary legislation vary widely.

In the event that you receive a letter demanding your records, with or without a complaint attached, first please contact the VDA for specific advice and guidance relating to your regulatory body.

### 3. **The client for own purposes or referral purposes**

Clients often request (or demand) copies of “their” records.

- Firstly, it should be explained to them that the client pays for the information, clinical assessment and treatment, but the physical records remain the property of the hospital and the veterinarian who created them.
- Secondly, it should be explained to them that they are not legally entitled to copies of clinical notes but are entitled to a report on the treatment of the animal, for which a professional hourly fee is payable.
- Thirdly, they are entitled to copies of radiographs, lab reports, etc., for which copying charges are payable.

The raw clinical notes should not be provided to the client (or anyone else) under any circumstances. If the client is insistent, there may be an ulterior motive, therefore contact the VDA for further advice and guidance.

“Own purposes” might include anything from a genuine (albeit misdirected) desire to “have what is theirs” to ulterior purposes; including “sneaking off” to another veterinarian who is often only too willing to make

derogatory comments about a competitor; to veterinary regulatory bodies to make a complaint; and/or malpractice lawsuits. It often pays to ask your client why they want a copy of the records, so that you get the opportunity to explain the procedure and costs involved and ferret out any dissatisfaction with your service and deal with their grievances (with the assistance of the VDA's Alternate Dispute Resolution service), before they resort to board complaints and/or lawsuits.

If your client is seeking a legitimate second opinion, or wishes to change veterinarians, explain to them that the correct procedure is for the next veterinarian to contact you, in which case you will provide the necessary information to them. Then follow the procedure outlined for providing colleagues with information.

#### **4. Pet medical aid:**

If a pet insurance company requests copies of your notes and charts, please contact the VDA for further advice and guidance.

You must have the animal owner's permission to provide a third party with their information. It is acceptable for the pet insurance company to provide you with wording stating that the owner has no objection to confidential information being provided to the insurer and which the owner has signed. We recommend that you decline to provide copies of your raw clinical notes but offer to verify that treatment listed by the pet insurance company was given. The pet insurance company can provide you with a statement of treatment given with a section at the bottom in which you sign to confirm that the treatment listed above was provided. This format would not only make it much safer for you but would considerably reduce the time you spend on this.

Pet insurance companies often expect you to state what your diagnosis was. Since it is very rare that a definitive diagnosis can be made in which all other differential diagnoses have been eliminated (due to costs and lack of access to sophisticated diagnostic equipment), we recommend that you never commit to a diagnosis. The diagnosis in any event is irrelevant to the insurance company: the client agreed to tests and treatment which you provided. The costs of these are liable for reimbursement by the pet insurance company, in terms of the medical aid agreement with the pet owner.

The pet medical aid does not need your diagnosis to do this. To be clear: all diagnoses are merely presumptive diagnoses, unless they are made by eliminating every other possibility! Therefore, no veterinarian should be prepared to incur liability for what might prove to be an incorrect diagnosis.

#### **The general solution - Reports**

Copyright infringement is a type of Intellectual Property Violation - which is considered a Crime. This disclaimer, bulletin, or any part of the contents thereof, is strictly copyright and may not be copied, communicated, disseminated or distributed in any form, to or by any non-VDA member. Such behavior is a violation of the interests of the VDA and all its members. Perpetrators will be dealt with strictly and may be prosecuted. By Order, Veterinary Defence Association.

So, if records are confidential and privileged, how does another party obtain information?

The answer is simple: You can issue a report. *(It is a condition of cover that members present all reports to the VDA for approval, before issuing them).*

A report is tailored for the specific purpose required by the requestor and the wording is carefully formulated for this purpose. The veterinarian establishes this purpose before agreeing to issue the report. This makes it safer for the veterinarian and more valuable to the requestor.

The report furthermore contains a full description of aspects relevant to the issues at hand, like medical protocols and surgical procedures, which are not generally recorded in clinical records (for example, a veterinarian does not record in their clinical records the step-by-step process of performing a spay; yet this may be fully described in a report submitted to a Veterinary Board in response to a complaint in which an animal died, subsequent to being spayed).

A report is addressed to a particular person (the requestor) and marked "private and confidential" so that it may not be used by any other party and may not be used for any other purpose. In a report, the information is set out fully in normal prose and is medically and legally complete.

We can illustrate this with the following example: A veterinarian treating a bite wound will record the issues relevant to the ongoing treatment of the wound. They will not necessarily record the issues relevant to the welfare organisation which is in the process of prosecuting the neighbour for having a vicious dog that attacked the patient under treatment. Since the clinical notes were never designed to stand up to an attack by the counsel acting for the defendant (the owner of the vicious dog) in court, the counsel for the defendant may find all sorts of means within the notes to discredit the veterinarian under cross-examination, remembering that it is the primary function of an opposition counsel to discredit witnesses, in the pursuit of obtaining an acquittal for their client.

#### In Conclusion:

The most important advice that the VDA can give to members is that each and every clinical note should be as comprehensive as possible, in accordance with Bulletin 13. It is always wise to write clinical notes from a defensive position; in particular, recording options provided and options declined by the owner; consent offered, and consent refused; prognosis given and instructions given for ongoing treatment.

Every clinical record should be written as though:

- The Veterinary Board will be reading it and assessing it as being adequate from a professional conduct point of view;

- The Veterinary Board will be reading it in the context of a disciplinary hearing;
- A colleague will be reading it;
- The owner of the animal will be reading it;
- A judge will be reading it.

This is precisely why the VDA is here for its members – to analyse situations, determine whether the risks involved are equitable, test the waters and guide its members through them. So please keep us informed each step of the way as you deal with requestors of your records – colleagues, Boards, insurers, owners - so that we can gauge the response, re-evaluate the advice we have given you and steer you through this minefield. In particular, please let us see all your correspondence before you send it, so that we can edit your letters accordingly and let us have copies of responses, so that we can advise you on the next step.

## BULLETIN 18 (V4): PROTOCOL FOR CLAIMS

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(Memorandum of Membership)

The VDA needs to be vigilant to fraud and collusion. One case that raised our alertness involved three farmers who claimed for an abortion storm. The veterinarians had attempted to limit an abortion problem by vaccinating, on the instructions of a specialist. Only two foetuses were ever collected, only one foetus was sent for histopathology, and the virology was negative. There was limited evidence of losses, no evidence of causes, some evidence of withholding of information and of expert witness not acting impartially, which made the defence of the claim extremely difficult.

However, there have been other minor claims in which suspicious behaviour was detected, such as a member constantly pushing the VDA to make a payment to a claimant; or the veterinarian or claimant not being able to supply positive proof of any loss or death of animals for which there was a claim. Claimants often assert that the dead animal was buried - before anyone can verify that an animal died.

Therefore, there are several steps that need to be taken to make sure that firstly, the claim is valid and is not fraudulent or without grounds; and secondly, that the amount claimed is reasonable and not inflated.

### First issues to be dealt with

1. **Notification:** Notify the VDA immediately that an event, incident, allegation, dispute, complaint, charge or claim has occurred. The member must complete and sign the Claim Notification Form. This form must be filled in and signed by the member even if there is no initiating process such as a verbal threat or written letter of demand or summons (writ).
2. **No Communication:** Members are not permitted to speak to or meet with the plaintiff regarding the matter, unless authorised by the VDA. All communication from the claimant must be directed to the VDA. It is absurd for members to drive the claim on behalf of the claimant, and this would not be allowed by any insurance company anywhere: therefore, the VDA will communicate with the claimant directly.
3. **Photographic evidence:** The member must obtain detailed and complete photographic evidence. This means taking photographs of ALL the dead animals, or of the damage or loss that has allegedly occurred (such as the spilt milk, where there is a claim of dairy cows' milk being contaminated and having to be discarded). It is not good enough to take a photograph of one dead foetus in an abortion storm – the member must obtain photographic evidence of the whole event.

4. **Chain of evidence:** The member is obliged to establish and safeguard the evidence of the alleged loss. It is not acceptable for the member to say that “the farmer says so”. The member must take custody of the dead animal or relevant samples from ALL the dead animals. The member must maintain the chain of evidence by having a witness present and must sign the sealed bottle/bag of samples.
5. The VDA directors will then need to consider the wording of Bulletin 22 for conditions and exclusions pertinent to the circumstances of the claim.
6. The claimant will then be obliged to reduce their claim to writing, usually in the form of a Statement of Claim / Letter of Demand, in affidavit form.

### ADR or Defending a Potential Claim

Once the member has provided information to the VDA, the consultants and directors will analyse and evaluate the information. This includes corresponding with the claimant and structuring questions posed to the claimant in a formal and structured format for the purposes of Alternate Dispute Resolution (ADR). This can often be transposed to pleadings in the event of litigation.

### **The Four Elements Required to Prove a Claim of Medical Negligence**

These are the four elements required for a claimant to prove a claim of medical negligence. Note that all four elements must be proved – if the claimant fails to prove any one of them, then their action must fail. Remember, the VDA will only pay on proven negligence.

The claimant must prove that:

1. The Veterinarian had a legally recognised duty to act in a certain way.  
*Rider: This duty to act in a certain way takes into account different schools of thought.*
2. The veterinarian departed substantially from that duty – i.e. the vet was at fault or was negligent.
3. It was the veterinarian that caused the loss – i.e. there is a causal connection that is legal and not just factual.  
*Rider: The claimant must have been wronged or had their rights violated.*
4. The loss is quantifiable in money – i.e. the plaintiff has suffered damages which can be quantified in monetary terms.

In complaints referred to veterinary statutory bodies, the test for unprofessional conduct is whether the veterinarian met the minimum standards. But as a rule of thumb, one can use the first three elements above by changing ‘legally’ to ‘ethically’ in the first element. For ADR purposes, the complainant will be required to prove all four elements as a matter of course, but it must be recognised that the complainant might succeed with a Board complaint if they were able to prove the first three elements.

## BULLETIN 19 (V3)

### NOTES TO THE EXPORT CONSENT FORM

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(Memorandum to Membership)

Members must ensure that their clients complete a VDA approved Export Consent form containing all the clauses verbatim, as prescribed by the VDA, prior to commencing services relating to the export process. Members must include a considered estimate of costs and specify a procedure (see Bulletin 22 C.1). No consent form means no financial protection for claims.

Refusal by the client to sign such a form entitles members to refuse services.

This form has become necessary due to the sharp rise in complaints and claims related to the export of animals, for example, when owners emigrate. These claims are for large amounts far exceeding the value of the animal, including the cost of kennelling for quarantining in foreign countries and additional flights, and exacerbated by the weakening Rand exchange rate.

1. This clause provides consent to perform any procedure related to animal export. The term “export process” is specifically used to be as broad as possible, and not to restrict the consent to specific procedures which would leave the member without protection for a procedure NOT specified. Without this, the member would be open to a denial that there was ever an agreement to the procedure, with dire consequences for the member.
2. Clause 2: Governments and their customs animal import units refuse to notify veterinarians of changes to their import protocols. Import requirements vary from country to country, and a veterinarian in South Africa cannot be expected to know and be liable for any protocol promulgated by another country. You must NOT profess to the owner that you know which procedures should be performed at which time. If you do, and the owner or authority claims that a technical issue has been breached, you may have to bear the consequences. Ensure that the animal owner and their expert, the travel agent / transport company are fully responsible for each step and detail of the process.
3. We have seen numerous claims made by animal owners based on incorrect information contained in the vaccine book. They claim that the vaccine book is a “passport” or a “certificate”, when it is ABSOLUTELY NOT SO.

Members must ensure that their vaccine books contain the following wording (see Bulletin 4): **“This document is not a certificate and has no legal force or value”**

4. VDA members should by now be familiar with the principle that NO veterinarian can EVER certify that an animal is healthy. For example, an animal with an early aortic aneurysm, early cardiomyopathy or any early abnormalities at the cellular, molecular and genetic level (like bone marrow cancer, leukaemia or glioblastoma of the brain) may not show any symptoms of these conditions, might well appear to be in full health, but is NOT healthy. The only pronouncement that a veterinarian should EVER make should relate only to the abnormal findings they have made at the time of the examination. A veterinarian can only 'certify' what they have found, they cannot certify what they haven't found.
5. The VDA has found that many animals are refused entry to other countries based on some or other pedantic technical issue, often of no consequence or relevance to the purpose of the exercise or the safety of the country. We have, for example, seen that an animal that is sampled for Rabies Neutralising Antibody Titre on the 29th day of a 30-day waiting period after Rabies vaccination gets sent to quarantine for 90 days, even though the titre was well above the minimum required level. Such a case occurred when the dog was rebooked (without the knowledge of the owner) on a direct flight, arriving one day earlier than expected. This did not stop the owner from filing a SAVC complaint against our members, with the very real risk that these members will be unlawfully penalised by the SAVC.
6. The risk and indemnity clause takes away the right of the client to sue the veterinarian for damages. The VDA uses it to avoid the 99% of claims that are exaggerated, fraudulent, frivolous, vexatious or are otherwise without merit, without wasting large sums of money on legal fees in order to defend these cases. In cases where it is clear that the member was negligent, it places the VDA in a position of strength to negotiate settlements that avoid absurd claims and that are instead limited to the damages lawfully due to the client.  
  
The risk and indemnity clause also allows the VDA to settle cases ex gratia without further liability, which often becomes an obstacle to the client in lodging a vindictive complaint of unprofessional conduct with the SAVC (double jeopardy for the member). It has become commonplace for clients to use (abuse) the disciplinary processes of the SAVC as a no-cost, no-risk method of testing the merits of their civil claims.
7. The self-insurance clause provides our member with explicit protection from claims. This places the onus of insuring the animal and risks related to export firmly on the animal owner.
8. The VDA's ADR clause provides strong protection and an avenue for animal owners to resolve their grievances prior to suing for damages or making SAVC complaints.

#### NOTES:

- The more you treat the 'export process' as just another consultation and less like an export process, the more you shield yourself from the liabilities associated with the export process. The more you act exclusively on the information provided by the owner, and not your own (potentially faulty) information, the more you shift the liability to the owner.

- It is not your business to "know what the procedures are", and if you try to do so, you are completely missing the point of the exercise. You have to adopt a completely passive role. In fact, you need to act 'completely dumb' when it comes to the export process. The export 'contract' is between the owner and the importing country. The moment you try to interfere in this relationship is the moment you incur extraordinary liability. You are not a party to the contract, and you are not the owner's legal adviser, therefore stay out of the way. You are the medical expert, you know nothing about the export process, you are just there to carry out the instructions of the owner.
- Members need to obtain a completed indemnity form at each visit for export. Members then charge the owner for the service the member has just provided, as you would do with any other consultation or procedure.

The process when engaging with the owner at the consultation is:

So, what service do you want me to provide?

Yes, I can do that/ or No, I will not be able to do that, but I can do this.

Here's your bill for what I have just done.

You want to know what?? Sorry, you'll need to contact your export travel agent or the government of the country that is importing the animal for that information. I am a veterinarian, I don't know anything about that country's import requirements.

The VDA has no objection to members adding further clauses to the consent form (e.g. with regard to conditions of payment), provided these do not interfere with the validity of the prescribed VDA clauses.

It is important that members impress upon their reception staff that they check that the client has not modified or deleted any of the clauses, thereby nullifying your VDA financial protection. For procedures, eg collecting blood for Rabies titres, the completed export consent form should be inserted into the patient file on admission of each animal so that each vet is able to verify that their proposed treatment falls within the scope and estimated costs of the consent given. On completion of the treatment, the consent form must be filed and preserved indefinitely.

## BULLETIN 20 (V.6.5):

### PITFALLS OF OWNER COMMUNICATION

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(Memorandum to Membership)

Legal prejudice abounds within certain seemingly innocent interactions in the consulting room. The following bulletin describes precautionary measures which will help you to avoid legal pitfalls. The VDA would even go so far as to say that if you treat this advice as mandatory, you will not go wrong.

There are some occasions where you **MUST** speak to the person who presents an animal to you, and other occasions where you must **NOT**.

Let us deal with the “must **NOT** speak” type of interactions first:

The overriding legal principle is that veterinarians (and all professional people) are obliged to keep their client’s information confidential.

Therefore, the only person you can talk to is the person who presented their animal when they were first registered with your facility.

Never speak to a third party. Do not speak to unknown people who are not your client and are not the person who presented the animal originally. Simply say that you may only speak to the owner and then.... stop speaking. You should train your receptionist to compare the information you hold in your practice to the information the person is claiming relates to them.

Never speak to “the new owner”. This situation arises after your client, who is possibly the breeder, has sold the animal to a new owner.

Never speak to family members or friends. This includes cousins, aunts, uncles, grandparents, parents (of adult owners), adult children (of the parent who owns the animal). No matter how much they may pressurise you and say they have permission, do not speak to them.

You need to be vigilant because the group of people you should **NOT** speak to may include spouses.

Spouses may be fighting and divorcing, and one malicious spouse may present the animal/s to be euthanized - without the other spouse’s knowledge or consent.

Never allow your nurse or receptionist or staff member to read your clinical notes over the phone. Your clinical notes are your private property.

ONLY speak to the person who presents the animal if the person who is registered and the person who pays is the same person.

Here are the “Must” Speak conditions:

DO tell the owner of your findings.

For example, if you are administering the first vaccine to a litter of 6-week-old puppies, and one puppy has some unusual sign, such as a smaller eyelid opening or an unusual heart sound, tell the person who presented the puppies that this puppy has a possible eye condition, or a possible heart condition. Offer another consult for a later re-check or referral to a specialist. AND make a note in your clinical notes. This sign may disappear. But if it increases in severity, you will be protected by your disclosure and note.

Never change or alter your clinical notes. The reason this admonition falls under the Owner Communication bulletin is that you may have a conversation with an owner which will jog your memory or make you anxious – and you may then feel compelled to protect yourself by changing your clinical notes. The only way to change your notes is by supplementing your notes. *Please see Bulletin 13 about supplementing clinical notes.*

## BULLETIN 21 (V.6.5):

### THE NEW POLICY ON DEALING WITH REQUESTS FOR YOUR CLINICAL NOTES

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(Memorandum to Membership)

#### PET INSURERS AND OWNERS REQUESTS FOR CLINICAL NOTES

This article outlines the process to follow when providing your clinical notes to either pet insurers or pet owners, by superimposing one or other of the attached disclaimer outlines as the tool you use to protect yourself in both situations.

While your clinical notes remain your private property and, strictly legally, there is no obligation to share them with any third party, this is the way that you can safely share them with these two selected third parties. If any other third parties request your notes, you must refuse.

If in doubt, contact the VDA for advice and guidance or with any questions.

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DISCLAIMER (see note below)

(TO BE PRINTED ON OR OVER CLINICAL RECORDS, PREFERABLY IN RED INK. DO NOT PRINT TO A DETACHABLE

PAGE).

(Members may choose from the following two options):

1: These clinical records are private and confidential and remain the property of the veterinarian/s who authored them and may not be used for any other purpose than that for which they were supplied.

2: These records were compiled as an aide memoire only, for the sole benefit of the author/s, are by their nature incomplete, and were not compiled for third party, legal or for pet insurance purposes.

## BULLETIN 22 (V.6.5):

### TERMS CONDITIONS FOR INDEMNITY

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(Memorandum to Membership)

The VDA Professional Indemnity policy will provide paid-up VDA Members in good standing with protection against owner complaints and disputes, complaints of professional misconduct and civil claims of veterinary medical negligence (details below).

This Bulletin, the Membership Application Form, the VDA Approved Forms and all Memoranda and/or Bulletins of the VDA, form the legally binding contract between the VDA and its Members.

VDA Members are eligible for payment of claims and costs only if the member adheres to and comply fully with all the terms, conditions and obligations set out in this Bulletin.

#### **A. IMPORTANT INFORMATION**

The following important information is disclosed to Members:

1. The VDA is a Not-For-Profit Company that indemnifies its members from its financial reserves.
2. The VDA is not an insurance company.
3. The VDA receives its income from members by way of membership fees.
4. In the event of any concerns, dissatisfaction or disputes with regard to member indemnity, it is a condition of membership and indemnity that the member complaint be registered in writing, set out in full detail, with the Executive Committee of the VDA at 41 Ferox Drive, Glenvista 2091, at [info@vetdefenceco.com](mailto:info@vetdefenceco.com).
5. The VDA is an organisation owned by its members. It is therefore a condition of membership and indemnity that the member waives all rights of recourse against the VDA.

## **B. INDEMNITY**

- I. VDA members who are paid-up and in good standing; in accordance with the Terms, Conditions, Exclusions and Limitations contained within this Bulletin and all other VDA Bulletins and/or Memoranda;
- II. in the performance of acceptable veterinary professional duties;
- III. within the borders of the Republic of South
- IV. in the course of conventional veterinary practice;
- V. within a bona fide veterinarians-client-animal relationship;
- VI. notified the VDA at the time of the incident or event that led to the claim or as soon as possible thereafter;
- VII. and is a VDA member in good standing at the time of the incident and also at the time the claim is received;
- VIII. provided the member remains paid-up and in good standing for the duration of the matter; and
- IX. subject to the Consent Form exclusion and other Exclusions in section C and D below;

### **for the following:**

#### **1) Professional Conduct Defence**

The defence of a member, his/her heirs and estate against veterinary statutory controlling body proceedings, including the South African Veterinary Council, Medicines Control Council, or any other body or forum.

The VDA will pay legal expenses incurred by the VDA in the investigation, defence, settlement and costs of representation for one day at an inquiry, hearing or other proceedings, including witnesses and expert witnesses, provided the member has a substantial and bona fide defence. Reviews and appeals and fines and penalties, unless specifically agreed to by the VDA, are excluded.

#### **2) Civil Veterinary Medical Negligence Claims**

The defence of a member, his/her heirs and estate (including the veterinary practice as a separate juristic person and employees for whom s/he is vicariously liable, against civil proceedings, including the member's and claimant's costs, fees, expenses and awards made against the member, in accordance with the law of the Republic of South Africa, as a result of an actual or alleged negligent act.

The VDA will pay legal expenses incurred by the VDA in the investigation, defence, settlement and costs of representation at a trial or pre-trial proceedings, including witnesses and expert witnesses. Reviews and appeals, fines and penalties, punitive, exemplary or vindictive costs and damages, unless specifically agreed to by the VDA, are excluded.

### **C. CONDITIONS**

These conditions are Conditions Precedent to the indemnity provided by the VDA.

1. Members are required to notify the VDA immediately at the time of an occurrence, event, incident or dispute that may potentially lead to a complaint or claim, and to follow the advice, guidance and directions of the VDA until such time as the matter has been concluded. No timeous notification, no indemnity.
2. Members are required to use all of the VDA approved clauses verbatim, contained in the latest version of the VDA Informed Consent to Treatment Forms, an estimate of costs and to specify a procedure or a provisional diagnosis in either the low animal value or the high value animal VDA approved consent form, as applicable. The member is obliged to present to the VDA on request a duly completed and signed VDA informed consent to treatment form. No consent form, no indemnity. If the low value consent form for animals valued more than R50 000 (medium and high value animals), then there is no indemnity.
3. The VDA shall have full and unfettered authority, discretion and control over the management of all proceedings and in the settlement of any event, incident, allegation, dispute, complaint, charge or claim.
4. All recoveries made in respect of fees, costs, damages and awards shall be paid immediately to the VDA.
5. The VDA is an organisation owned by its members. It is therefore a condition of membership and indemnity that the member waives all rights of recourse against the VDA. All members' complaints against the VDA in the event that the VDA disclaims liability must be submitted to the VDA within twelve months.
6. The member shall exercise all reasonable care in the selection, employment and supervision of any employees, subcontractors and casual workers in the prevention of any injury, disease, illness or damage and shall carry Worker's Compensation cover for any claims. The member shall take all reasonable steps to see that all premises, buildings, machinery and equipment are properly maintained and kept in a state of good safety and repair and do not represent a hazard. If any complaints are made or defects discovered regarding these items, the member shall ensure that the necessary temporary precautions and remedial measures are taken.
7. Practice owners:
  - a. Have a special obligation to make sure that their practice is managed in a manner that reduces the risk of complaints and claims to a minimum.

- b. Must ensure that all veterinarians, nurses and technicians are paid up VDA members in good standing with full protection before they start working at their practice.
  - c. Must immediately ensure that currently employed non-member veterinarians, nurses and technicians join the VDA. If they have an existing or imminent complaint or claim against them at time of joining, practice owners undertake to ensure that the VDA joining fee is paid. [It is in the VDA's sole discretion as to whether the VDA will take on an imminent or existing case or not].
8. VDA membership and VDA indemnity shall be suspended or terminated if a member fails to:
- a. Act in the utmost good faith towards the VDA and its members and/or indulges or attempts to indulge in or is in any way connected to any dishonesty, collusion, misrepresentation, fraud or malicious acts or omissions.
  - b. Provide full disclosure in writing of all factors that may influence the member's risk, including but not limited to previous complaints and claims, dependencies or mental health conditions that may affect their performance.
  - c. Notify the VDA in writing of any change in contact details.
  - d. Pay membership fees as these become due and payable.
  - e. Co-operate fully and timeously with all VDA requests and requirements, including, but not limited to, providing information, consent forms, full clinical records, reports, copies of documents, complaints, demands, summonses, notices and other court processes, consultations, tribunal and court appearances.
  - f. Makes, or attempts to make, any admission, offer, promise or payment or waive any right of recourse against any other party, without the written consent of the VDA.

#### **D. EXCLUSIONS**

The following items are not indemnified by the VDA:

1. Flowing from any claim in which the member is unable for any reason to produce an original of the latest VDA-approved Informed Consent to Treatment Form duly signed by the lawful owner for any risky, invasive or manipulative procedure or hospitalised case of the animal(s) concerned.
2. Standard VDA membership provides indemnity only for members treating low value animals. To have additional indemnity for medium and high value animals, veterinarians must be members of the Veterinary Defence Fund (VDF). VDF indemnity requires that the member produces an original of the latest VDA-approved High Value Informed Consent to Treatment Form duly completed by the lawful owner of the animal(s) concerned.

3. Claims in which the claimant has failed to prove that the member did not meet minimum standards of care.
4. General liability, including Public Liability, Employers Liability, Defamation, wrongful arrest and statutory defence costs.
5. Products and their containers or physical aids manufactured, prepared, distributed, supplied or sold that are not legitimately dispensed for the use in bona fide patients for conditions properly diagnosed within a proper veterinarian-patient-owner relationship.
6. Flowing from Rabies, BSE, Mad-Cow Disease, Avian Flu and Foot & Mouth Disease or other national or international dreaded disease.
7. Flowing from a Vasectomy / Cauda Epididectomy carried out before or without completion of the VDA Vasectomy / Cauda Epididectomy consent form.
8. Arising out of the handling or storage of semen or embryos.
9. For any damages of whatsoever nature, including human illness or death, arising from euthanasia solutions, game capture drugs, tranquilizers, anesthetic's and any other hazardous drugs and products or the dispensing of any drugs or substances other than for a bona fide purpose for a bona fide patient in a proper veterinarian-patient-owner relationship.
10. Arising out of the selling, dispensing, administration or use of drugs for purposes that are in conflict with the warnings or contra-indications contained within the package insert.
11. Arising out of claims from the issuing of any certificate in which a blood sample for DNA was not taken at the time of the examination according to the VDA prescribed process (Bulletins 4 and 6).
12. Arising out of claims from the issuing of any soundness certificate in which a blood sample for drug screening was not taken at the time of the examination, according to the VDA prescribed process (Bulletin 5).
13. Arising out of the use of a certificate or report not approved by the VDA (Bulletins 4 and 17). Each report and every certificate (excluding vaccine records with disclaimer) must be approved by the VDA in writing before being issued to animal owners to enjoy indemnity from any claim that arises from that report or certificate.
14. Arising out of the certification in any form of animals for sellers (vendors) or auctioneers or their agents.
15. Arising out of the issuing of any certificate not pre-approved by the VDA, prior to the member being authorised by the VDA to issue certificates.
16. For the cost of the Member's time or any internal or overhead expense of the Member. This includes inter alia treatment costs, outstanding accounts, time to attend meetings and time spent on dealing with a matter and time preparing for and attending hearings and trials.
17. Arising from or in respect of liability assumed by the Member under any agreement without the prior consent of the VDA.

18. Arising out of the death of or bodily injury to or illness or disease sustained by any person. This may be covered by Worker's Compensation.
19. Arising from breach of contract unless the contract is an agreement for veterinary services.
20. Arising out of any property manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Member.
21. Arising out of loss of money, financial instruments, theft or forgery of cheques and other negotiable documents of title.
22. Arising out of insult, slander or defamatory statements.
23. Arising from ionising or radio-active equipment and material.
24. In respect of which the member is entitled to indemnity under any non-VDA acquired insurance.
25. Damage to property by or under the control of any Government or Public or Local Authority.
26. Arising out of the failure to effect or maintain general practice business liability insurance cover or worker's compensation cover.
27. Arising from seepage, pollution or contamination by lead, asbestos or any other hazardous product.
28. Arising from computer hardware or software, electronic equipment or stored data.
29. Arising from acting as a principal veterinarian or nurse for any welfare organisation or similar in any form, including:
  - a. arising from evaluating or in any way being responsible for a so-called Animal Welfare Assistant (the VDA does not recognise such an authorisation);
  - b. control of medicines;
  - c. taking on any responsibility or liability related to the position.

## PROTOCOL FOR SMALL ANIMAL HEALTH CERTIFICATION (V4)

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(Memorandum of Membership)

- Only the VDA approved forms may be used: NB: Claims arising from the use of a non-approved form may be turned down as this is an exclusion in terms of the professional protection provided by the VDA. This form consists of two pages. VDA members are entitled to reproduce the VDA forms on their own letterheads provided that the content is identical to the VDA form. Please discuss any concerns that you may have with the VDA.
- You will see that no VDA approved certificates or forms contain any warranty relating to future outcomes or the animal's future suitability for any process. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make any prediction on any outcome or the future state of an animal. To do so is tantamount to be pretending to be psychic. We are aware that it is still common practice for veterinarians to do this, but it has dire consequences, and we urge you not to fall into this trap. The only service that you could humanly provide is to perform the procedure diligently on the animal. Members must avoid providing any warranties or making any comments that could be misconstrued as such, at all costs.
- All VDA health certificates and forms contain a square printed onto the form for placing a drop of blood from the subject animal for DNA. To comply with the requirements of your VDA professional protection, when completing any certificate or form, you must place a drop of blood or semen from the subject animal onto the square provided in the presence of the owner or agent. This must be carried out on duplicate forms and then signed by the owner or agent in the space provided next to the square. This signature certifies that the drop of blood was taken from the animal concerned. The member then seals one copy of the completed certificate in an envelope and gets the owner to sign once again across the seal of the envelope with the date. The envelope is then addressed to the VDA offices in your country of membership:

**VDA (DNA specimens), 41 Ferox Drive, Glenvista, 2091.**

And it is mailed to us by registered post. Please write your practice's name and return address on the back of the envelope and then the pet's name and owner's/agent's/name (eg "Patch" – Owner: John Mullins) elsewhere on the back of the envelope. These details on the envelope must obviously correspond with the details in the certificate or form. The VDA will keep the envelope in safe storage for a minimum period of three years, to create a complete chain of evidence for forensic (court) purposes. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is subject of the claim, for DNA matching to the blood sample taken when the animal was certified. This will be carried out at the VDA's expense.

- You must file the second copy of the form (with the second drop of blood and an original signature from the agent, or owner) as it will form part of your records and acts as a duplicate if the first copy is lost. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate. If you do not hear from us within a week, please contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.
- Please do not use gloss paper on which to print your certificates, as the dry blood may not adhere to the paper. The usual matt 80gram paper is suitable as the blood gets partially absorbed into the surface of the paper. Place a small strip of sticky tape over the blood drop. If in doubt, please test your paper first.
- The protocol described above is simple and inexpensive for you to implement and will provide you with the best protection of your reputation and integrity against fraud and mistake. The protocol represents the minimum procedure necessary to ensure that the “chain of evidence” (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff’s legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you will guarantee that they will scrutinize and attack your chain of evidence.

You are entitled to charge the client an additional fee for collecting the blood sample and dispatching the certificate to us. This may be built into your fee for certification.

- Cost of blood analysis is for the account of the client if the client seeks the results.
- If you know that another veterinarian has also attended to the subject animal in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed. If you have difficulty obtaining the information, please contact us for advice and guidance before proceeding.
- And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. You will have no VDA professional protection without it.
- The veterinarian must keep a copy of the fully completed VDA form for a minimum period of 3 years.

## PROTOCOL FOR LARGE ANIMAL HEALTH CERTIFICATION

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### (Memorandum of Membership)

- Only the VDA approved Large Animal Health Certificate (VDA-LAHC) may be used for health certification of large animals. NB: Claims arising from the use of a non-approved certificate may be turned down as this is an exclusion contained in the insurance policy (Clause 6.10.). The VDA- LAHC consists of two pages. VDA members are entitled to reproduce the VDA-LAHC on their own letterheads provided that the certificate corresponds to the VDA-LAHC in every respect. Please discuss any concerns that you may have with the VDA.
- You will see that no approved VDA certificate contains a warranty relating to the animal's future suitability for any purpose. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make a prediction on the future state of this animal. We are aware that it is still common practice for veterinarians to do this, but it has dire consequences, and we urge you not to fall into this trap. The only service that you could humanly provide is to perform a diligent examination of the animal, to report on the pathology found and to make recommendations about any further investigation of these. This is a hazardous activity and is a source of much litigation, particularly when seemingly innocuous lesions turn out not to be so, so we urge you to be aggressive with your recommendations for further investigation. Please remember that there's really no such thing as a condition or lesion that does not have the potential of becoming an issue in the future. Once the member has provided the results and recommendations for further investigation to the client, the member's function has ended, and it is then over to the client to evaluate the information themselves and to make their own decisions based on the information provided. Members must avoid making such evaluations on behalf of the client or making any comments that could be misconstrued as being such at all costs.
- Cover for claims arising from pre-purchase examinations for SELLERS of animals or for anyone involved in the sale of animals is excluded in the Insurance policy (Clause 6.12.). Our experience is that fraud is rife with this. It is extremely stressful to be sued by the subsequent buyers of such animals when you do not know who they are, have never communicated with them, have never had any professional relationship with them, have never had the opportunity of discussing concerns with them and have no knowledge or control over the terms of the purchase.
- When doing pre-purchase examinations for BUYERS, please ensure that you have a bona fide veterinarian-client relationship with the buyer and that you have an open line of communication, so that you can discuss any concerns with the buyer.
- If not, you should consider refusing to do the certification – the stress and aggravation that such claims will cause you are simply never worth the money you get paid to do them. Anti-inflammatory drugs are

cheap and freely available to lay persons and there is a great temptation for the seller to mask a lameness in preparation for your examination. Please tactfully explain the problem to the buyer and try to get the buyer to agree to blood tests for anti-inflammatory drugs taken at the time of the examination, prior to them parting with their money. In all cases, please ensure that the buyer signs the VDA Consent Form, with the waiver of liability clause, so that you, the VDA and its insurers are protected against any fraud or mistake.

- All VDA health certificates contain a square printed onto the form for placing a drop of blood from the animal being examined for DNA. In order to comply with the requirements of your insurance cover (Clause 6.8. of the policy), when completing any certificate, you must dab a drop of blood from the animal being certified onto the square provided in the presence of the owner, agent, or farm manager. This must be done on duplicate forms and then signed by the owner, agent or farm manager in the space provided next to the square. This signature certifies that the drop of blood was taken from the animal concerned. The member then seals one copy of the completed certificate in an envelope and gets the owner to sign once again across the seal of the envelope with the date. The envelope is then addressed to the VDA offices in your country of membership:

VDA (blood specimens), 41 Ferox Drive, Glenvista, 2091.

- and mailed. Please write your practice's name and return address on the back of the envelope and then the pet's name and owner's/ agent's/ farm manager's name (e.g. Bull Ear-tag B09 - Farm Manager: John Smith) elsewhere on the back of the envelope. These details on the envelope must obviously correspond with the details in the certificate. The VDA will keep the envelope in safe storage for a minimum period of three years. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is the subject of the claim, for DNA matching to the blood sample taken when the animal was certified. This will all be carried out at the VDA's expense.
- You must file the second copy of the certificate (with the second drop of blood and an original signature from the agent, farm manager or trainer) as it will form part of your records and acts as a duplicate if the first copy is lost. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate. If you do not hear from us within a week, please ask your receptionist to contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.
- Please do not use glossy paper on which to print your certificates, as the dry blood may not permanently adhere to the paper. The standard matt 80 gram paper is suitable as the blood gets partially absorbed

into the surface of the paper. Place a small strip of clear adhesive cellophane tape over the blood drop. If in doubt, please test your paper first.

- The protocol described above is simple and inexpensive for you to implement and will provide you with the best protection of your reputation and integrity against fraud and mistake. The protocol represents the minimum procedure necessary to ensure that the “chain of evidence” (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff’s legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you or your insurance will ensure that they will scrutinise and attack your chain of evidence in determined fashion.
- You are entitled to charge the client an additional fee for collecting the blood sample and dispatching the certificate to us. This may be built into your fee for certification.
- If you know that another veterinarian has also attended to the animal that you are to certify in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed with the certification. If you have trouble obtaining the information, please contact us for advice and guidance before proceeding.
- And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. You will have no cover without it.
- The veterinarian must keep a copy of the fully completed VDC-LAHC for a minimum period of 3 years.
- Soundness certification is an area of practice fraught with difficulties and risks. This is particularly true in large animal practice, with the variety of animals that are presented. It should therefore only be performed by members thoroughly familiar with the species concerned. If in doubt, please discuss this with the VDA.

## PROTOCOL FOR EQUINE HEALTH CERTIFICATION (V4)

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### (Memorandum of Membership)

- Only the VDA approved Equine Health Certificate (VDA-EHC) may be used for health certification of equines. NB: Claims arising from the use of a non-approved certificate may be turned down as this is an exclusion contained in the insurance policy. The VDA-EHC consists of four pages. VDA members are entitled to reproduce the VDA-EHC on their own letterheads provided that the certificate corresponds to the VDA-EHC in every respect. Please discuss any concerns that you may have with the VDA.
- You will see that no VDA approved certificate contains any warranty relating to the animal's future suitability for any purpose. The reason for this is that an animal is an extremely complicated biological system living in a hazardous environment and there is no conceivable way that any veterinarian can make any prediction on the future state of an animal. To do so is tantamount to be pretending to be psychic. We are aware that it is still common practice for veterinarians to do this, but it has dire consequences, and we urge you not to fall into this trap. The only service that you could humanly provide is to perform a diligent examination of the animal, to report on the pathology found and to make recommendations about any further investigation of these. This is in itself a hazardous activity and is a source of much litigation, particularly when seemingly innocuous lesions turn out not to be so, so we urge you to be aggressive with your recommendations for further investigation, given that there is really no such thing as a lesion that does not have the potential of becoming an issue in the future. Once the member has provided the results and recommendations for further investigation to the client, the member's function has ended, and it is then over to the client to evaluate the information themselves and to make their own decisions based on this. Members must avoid doing this on behalf of the client or making any comments that could be misconstrued as being such, at all costs.
- You may not do pre-purchase examinations for SELLERS of animals or for anyone involved in the sale
- of animals - our experience is that fraud is rife with these. It is extremely stressful to be sued by the buyers of such animals when you do not know who they are, have never communicated with them, have never had any professional relationship with them, have never had the opportunity of discussing concerns with them and have no knowledge or control over the terms of the purchase.
- When doing pre-purchase examinations for BUYERS, please ensure that you have a bona fide veterinarian-client relationship with the buyer and that you have an open line of communication, so that you can discuss any concerns with the buyer. If not, you should consider refusing to do the certification – the stress and aggravation that such claims will cause you are simply never worth the money you get paid to do them. Anti-inflammatory drugs are cheap and freely available to lay persons and there is a great temptation for the seller to mask a lameness in preparation for your examination. Please tactfully

explain the problem to the buyer and try to get the buyer to agree to blood tests for anti-inflammatory drugs taken at the time of the examination, prior to them parting with their money. In all cases, please

- ensure that the buyer signs the VDA Consent Form, with the waiver of liability clause, so that you, the VDA and its insurers are protected against any fraud or mistake.
- All VDA health certificates contain a square printed onto the form for placing a drop of blood from the animal being examined for DNA. In order to comply with the requirements of your insurance cover, when completing any certificate, you must dab a drop of blood from the animal being certified onto the square provided in the presence of the buyer, owner, agent, stable manager or trainer. This must be done on duplicate forms and then signed by the buyer, owner, agent, farm manager or trainer in the space provided next to the square. This signature certifies that the drop of blood was taken from the animal concerned. The member then seals one copy of the completed certificate in an envelope and gets the owner to sign once again across the seal of the envelope with the date. The envelope is then addressed to the VDA offices in your country of membership:

VDA (blood specimens), 41 Ferox Drive, Glenvista, 2058

- and is mailed to us. Please write your practice's name and return address on the back of the envelope and then the pet's name and owner's/ agent's/ farm manager's name (eg "Flashdancer" – Owner: John Smith) elsewhere on the back of the envelope. These details on the envelope must obviously correspond with the details in the certificate. The VDA will keep the envelope in safe storage for a minimum period of three years. In the event of a claim arising from the certification in which there is a possibility of fraud or mistake, the VDA will arrange to have a second sample taken from the animal that is the subject of the claim, for DNA matching to the blood sample taken when the animal was certified. This will all be done at the VDA's
- expense.
- You must file the second copy of the certificate (with the second drop of blood and an original signature from the owner, agent, stable manager or trainer) as it will form part of your records and acts as a duplicate in the event that the first copy is lost. Once the VDA receives your sample by post, you will receive a confirmation by e-mail or by fax from us. Please keep a copy of this in the patient file with the certificate. If you do not hear from us within a week, please ask your receptionist to contact us. Should the first copy have been lost in the post, we will provide you with further instructions with regard to the preservation of your filed copy.
- Please do not use glossy paper on which to print your certificates, as the dry blood may not adhere to the paper. The usual matt 80 gram paper is suitable as the blood gets partially absorbed into the surface

of the paper. Place a small strip of sticky tape over the blood drop. If in doubt, please test your paper first.

- The protocol described above is simple and inexpensive for you to implement and will provide you with the best protection of your reputation and integrity against fraud and mistake. The protocol represents the minimum procedure necessary to ensure that the “chain of evidence” (akin to an audit trail) of the DNA sample will be unbroken and will therefore stand up to attack by the plaintiff’s legal counsel in court. It is vital that you follow the protocol diligently, since the integrity of the plaintiff, the risk of them being caught in a fraudulent act in a court of law and their dreams of extracting large amounts of money from you or your insurance will ensure that they will intensely scrutinise and attack your chain of evidence.
- You are entitled to charge the client a small additional fee for collecting the blood sample and dispatching the certificate to us. This may be built into your fee for certification.
- If you know that another veterinarian has also attended to the animal that you are to certify in recent times, please phone the other veterinarian and find out if there is any reason for you not to proceed with the certification. If you have trouble obtaining the information, please contact us for advice and guidance before proceeding.
- And in all cases, make certain that the client has signed the VDA Consent Form with the waiver of liability clause. You will have no cover without it.
- The veterinarian must keep a copy of the fully completed VDA-EHC for a minimum period of 3 years.

## POSITIVE IDENTIFICATION OF ANIMALS (V4)

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(Memorandum of Membership)

### **DN**

#### **A TYPING**

This is the only tamper-proof method of positively identifying an animal and is the only method accepted by the VDA. The DNA of blood taken at the time of examination is matched to a sample taken later from the animal that is the subject of the claim. Collection is cheap and simple: it only requires a needle or scalpel prick to produce a drop of blood and is collected directly onto the form or certificate. The DNA in dried blood stored at room temperature is extremely stable.

The VDA provides special storage facilities for certificates for its members as a free service to members. This provides a secure off-site facility for members in case of fire, theft or loss in the practice. The protocol also provides a DNA record of an animal, which may be of great benefit to a client faced with identifying their animal or the remains of their animal for whatever reason.

In the event of a complaint or claim in which the positive identification becomes an issue, the VDA will manage the collection of the sample from the animal that is the subject of the claim, in terms of legal process and the rules of court. The VDA will determine the laboratory procedures required to ensure that the chain of evidence is not broken and that the evidence of the laboratory professional who performed the analysis will stand up to scrutiny in court.

#### **MICRO CHIPPING**

This is a somewhat reliable form of identification but is still not foolproof. Microchips may be tracked down with directional scanners or by palpation and removed. The VDA is aware of re-programmable chips available throughout the world and other scams in which microchips are glued to the skin or placed in a collar. The VDA regards microchipping to be of screening value only and has no value in the positive identification of an animal in a complaint, claim or a court of law.

#### **IDENTITY CHARTS, EAR TAGS, TATTOOS, BRANDS ETC**

Members will be aware that these are notoriously unreliable and wide open to fraud. Identity charts are usually vague and can fit the identity of numerous other animals. Ear tags can be removed and switched or may fall out and be replaced into the incorrect animal. Tattoos and brands are not worth 'the skin' that they are written on. The VDA has dealt with a number of cases where animals with similar features have been fraudulently switched

with others for convenience, in order to obtain insurance payouts to make false civil claims of negligence against a veterinarian at a veterinary board.

## PART 3: CONSENT FORMS

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### Part 3: Consent Forms

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## INFORMED CONSENT TO TREATMENT: (V4)

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{PRACTICE LETTERHEAD}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the surgery and/or treatment of my animal.
2. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.
3. I acknowledge that it may become apparent and necessary during any dental procedure to extract teeth. In some cases, this might lead to the removal of many or all teeth, at the sole discretion of the veterinarians and staff of this facility.
4. I acknowledge that a quote cannot be provided, and that I have been provided with an estimate for an average procedure, but the final cost may vary substantially and be significantly higher than discussed because of the particular factors that may be encountered as the procedure unfolds. I agree to settle the final bill in full upon request or discharge, whichever is earlier.
5. While our veterinarians are committed to providing the best care possible, in some situations financial limitations may restrict the diagnostic tests or treatments available. When care decisions are made under these constraints, outcomes may be less predictable. Accordingly, the veterinarians and the practice cannot accept liability for any adverse effects or complications arising from a reduced diagnostic or treatment plan chosen for financial reasons.
6. I undertake to keep in daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalised animal.
7. I recognise that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions, arising directly or indirectly from the treatment / anaesthetic / surgery.
8. I am aware that the surgery may be performed by a surgical intern and that the costs and implications have been explained to me.
9. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy, including but not limited to social media, community forums and review sites.

10. I acknowledge: That this facility is not party to my arrangement with my pet insurer and that no obligations whatsoever are placed on this facility. This facility will not deal with or provide information to the pet insurer. I am solely responsible for payment of veterinary fees to this facility, and I hereby absolve this facility from all actions arising directly or indirectly from my pet insurance arrangement.
11. We are obliged to share histories with referral colleagues and pet insurance companies if the pet owner permits us to do so.
12. I acknowledge that I have read these conditions and hold myself bound thereto.

PROPOSED PROCEDURE:				
ESTIMATE OF COSTS:	R	<i>(costs may vary substantially due to unforeseen circumstances)</i>		
DETAILS OF ANIMAL				
NAME OF ANIMAL:		SEX:	MALE	FEMALE
BREED:		AGE:		
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)			
DETAILS OF OWNER / AUTHORISED AGENT (delete whichever is not applicable)				
FULL NAMES:				
ID NUMBER:				
E-MAIL ADDRESS:				
CELL/MOBILE:				
RESIDENTIAL ADDRESS:				
SIGNED:				
WITNESS:				
DATE:				

## INFORMED CONSENT TO TREATMENT: HIGH VALUE ANIMALS (V4)

---

{NAME OF FACILITY}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the surgery and/or treatment of my animal.
2. I hereby authorise the veterinarians and staff of this veterinary facility, using their own transport, to transport my pet between clinics or to a specialist or to any other facility as may be required. I hereby absolve the veterinarians, staff and this facility from all actions arising directly or indirectly from the transport of my pet.
3. I have arranged appropriate insurance cover for any loss or damages of whatsoever nature that may arise from this; alternatively, I accept that I self-insure for any loss or damages.
4. I acknowledge that it may become apparent and necessary during any dental procedure to extract teeth. In some cases, this might lead to the removal of many or all teeth, at the sole discretion of the veterinarians and staff of this facility.
5. I acknowledge that a quote cannot be provided, and that I have been provided with an estimate for an average procedure, but the final cost may vary substantially and be significantly higher than discussed because of the particular factors that may be encountered as the procedure unfolds. I agree to settle the final bill in full upon request or discharge, whichever is earlier.
6. While the veterinarians at this facility provide diagnosis, treatment and prognosis to the best of their ability, economic constraints prevent these from being made with all the necessary information available. Consequently, the vets will not be liable for any consequences arising from incorrect diagnosis, treatment or prognosis.
7. I am aware that the surgery may be performed by a surgical intern and that the costs and implications have been explained to me.
8. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.
9. I undertake to keep in daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalised animal.
10. I recognise that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions, arising directly or indirectly from the treatment / anaesthetic / surgery.

11. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy, **including but not limited to social media, community forums and review sites.**
12. I acknowledge: That this facility is not party to my arrangement with my pet insurer and that no obligations whatsoever are placed on this facility. This facility will not deal with or provide information to the pet insurer. I am solely responsible for payment of veterinary fees to this facility, and I hereby absolve this facility from all actions arising directly or indirectly from my pet insurance arrangement.
13. We are obliged to share histories with referral colleagues and pet insurance companies if the pet owner permits us to do so.
14. I acknowledge that I have read these conditions and hold myself bound thereto.

PROPOSED PROCEDURE:				
ESTIMATE OF COSTS:	R	<i>(costs may vary substantially due to unforeseen circumstances)</i>		
DETAILS OF ANIMAL				
NAME OF ANIMAL:		SEX:	MALE	FEMALE
BREED:		AGE:		
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)			
DETAILS OF OWNER / AUTHORISED AGENT (delete whichever is not applicable)				
FULL NAMES:				
ID NUMBER:				
E-MAIL ADDRESS:				
CELL/MOBILE:				
RESIDENTIAL ADDRESS:				

SIGNED:	
WITNESS:	
DATE:	

## INFORMED CONSENT TO EUTHANASIA (V4)

{PRACTICE LETTERHEAD}

I, the undersigned, hereby certify that I am a major person and:

I am the lawful owner of the pet described hereunder,

or

I am the duly authorised agent of the lawful owner of the pet described hereunder.

*\*(select applicable blocks by placing a cross in that box)*

I hereby give my consent for euthanasia of my pet and the disposal thereof thereafter either by:

*(please mark with an X)*

Burial                       Cremation                       Cremation with ashes back

I hereby indemnify the veterinarians and staff of this clinic against any claims of whatsoever nature flowing from or related to the euthanasia of the pet described hereunder.

<b>ESTIMATE OF COSTS:</b>	R <span style="float: right;"><i>(costs may vary substantially due to unforeseen circumstances)</i></span>		
<b>DETAILS OF ANIMAL</b>			
<b>NAME OF ANIMAL:</b>		<b>SEX:</b>	<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE
<b>BREED:</b>		<b>AGE:</b>	
<b>DETAILS OF OWNER / AUTHORISED AGENT</b> <small>(delete whichever is not applicable)</small>			
<b>FULL NAMES:</b>			
<b>ID NUMBER:</b>			
<b>E-MAIL ADDRESS:</b>			
<b>CELL/MOBILE:</b>			

RESIDENTIAL ADDRESS:	
SIGNED:	
WITNESS:	
DATE:	

I have discussed all my concerns about this procedure with the veterinarians and staff concerned and hereby indemnify the veterinarians and staff concerned and hereby provide my informed consent for the euthanasia of the pet described below. I hereby indemnify the veterinarians and staff of this clinic against any claims of whatsoever nature flowing from or related to euthanasia of the pet described as above.

## INFORMED CONSENT TO EUTHANASIA OF AN ANIMAL SUSPECTED OF BEING INFECTED WITH THE RABIES VIRUS (V4)

---

{PRACTICE LETTERHEAD}

I, the undersigned, hereby certify that I am an adult person and:

I am the lawful owner of the animal described hereunder, or

I am the duly authorised agent of the lawful owner of the animal described hereunder.

*\*(select applicable blocks by placing a cross in that box).*

1. I hereby authorise the veterinarians and staff of this facility to euthanize and perform a Rabies test of the animal described below, including further or alternative measures as may be necessary.
2. I have discussed any concerns I may have about this disease and procedure with the veterinarians, and I hereby indemnify the veterinarians and staff of this facility against any claims of whatsoever nature flowing from or related to the euthanasia and Rabies testing of the animal described below.
3. I understand that the only test to confirm a Rabies infection is by a post-mortem examination of the brain, which requires the euthanasia of the animal. I understand and accept that a negative test result may mean that the animal was euthanized unnecessarily and I am reconciled with this eventuality.
4. I understand that euthanasia is necessary as the animal is exhibiting unusual symptoms which may indicate Rabies virus infection and that the animal may infect other animals or humans.
5. I therefore indemnify the veterinarians and staff of this facility against claims from third parties of whatsoever nature arising from Rabies infection of this animal.
6. I hereby provide my informed consent to the veterinarian and staff of this facility to provide my personal information, the results of the Rabies test and other information to third parties, including the State Veterinarian and exposed- and in-contact humans and other animal owners.
7. I understand that there is no treatment for Rabies virus infection, and that the only way of preventing Rabies infection is by vaccinating the animal.
8. I hereby give my consent for disposal of my pet after euthanasia and Rabies testing.

ESTIMATE OF COSTS:	R <span style="float: right;"><i>(costs may vary substantially due to unforeseen circumstances)</i></span>		
DETAILS OF ANIMAL			
NAME OF ANIMAL:		SEX:	MALE      FEMALE
BREED:		AGE:	
DETAILS OF OWNER / AUTHORISED AGENT <small>(delete whichever is not applicable)</small>			
FULL NAMES:			
ID NUMBER:			
E-MAIL ADDRESS:			
CELL/MOBILE:			
RESIDENTIAL ADDRESS:			
SIGNED:			
WITNESS:			
DATE:			

## INFORMED CONSENT TO CAESAREAN OPERATION (V4)

---

{NAME OF FACILITY}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the caesarean surgery and/or treatment of my animal.
2. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my animal and/or offspring monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.
3. I undertake to keep in twice-daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalised animal and/or offspring.
4. I recognise that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions and liability, arising directly or indirectly from the treatment, anaesthetic and/or surgery.
5. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy, **including but not limited to social media, community forums and review sites.**
6. I acknowledge that I have read these conditions and hold myself bound thereto.

Note to VDA Member: replace "de-sexed" with the colloquial term such as spay, neuter, sterilise.

PROPOSED PROCEDURE:	CAESAREAN		
I DO NOT WISH TO HAVE MY PET DE-SEXED DURING THE SURGERY: YES NO			
I HEREBY CONSENT FOR MY PET TO BE DE-SEXED (OVARIOHYSTERECTOMISED) DURING THE SURGERY: YES / NO			
ESTIMATE OF COSTS:	R	<i>(costs may vary substantially due to unforeseen circumstances)</i>	
DETAILS OF ANIMAL			
NAME OF ANIMAL:		SEX:	MALE FEMALE
BREED:		AGE:	
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	(DYSTOCIA / INERTIA / FOETAL DISTRESS / FOETAL DEATH / OTHER)		
DETAILS OF OWNER / AUTHORISED AGENT <i>(delete whichever is not applicable)</i>			
FULL NAMES:			
ID NUMBER:			
E-MAIL ADDRESS:			
CELL/MOBILE:			
RESIDENTIAL ADDRESS:			
SIGNED:			
WITNESS:			
DATE:			

## INFORMED CONSENT TO OPERATION DONE BY SURGICAL INTERN (V4)

---

{PRACTICE LETTERHEAD}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable treatment/anaesthesia and surgery they may deem necessary, including further or alternative measures as may be necessary during the course of the surgery and/or treatment of my animal.
2. I am aware that this veterinary facility does not provide 24-hour per day monitoring of patients. Should I wish to have my pet monitored 24 hours per day while hospitalised, I will make arrangements with the staff of this facility.
3. I undertake to keep in daily contact to enable the staff to inform me of the progress, costs incurred, and additional treatment involved, of my hospitalized animal.
4. I recognize that there is some degree of risk attached to any medical or surgical procedure or treatment. I have discussed any concerns I may have with the veterinarian. I hereby absolve the veterinarians, staff and this facility from all actions and liability, arising directly or indirectly from the treatment / anaesthetic / surgery.
5. I am aware that the surgery will be performed by a surgical intern and that the costs and implications have been explained to me.
6. I acknowledge that I have read these conditions and hold myself bound thereto.
7. I am aware that the surgery will be performed by a surgical intern and that the costs and implications have been explained to me.

PROPOSED PROCEDURE:			
ESTIMATE OF COSTS:	R	<i>(costs may vary substantially due to unforeseen circumstances)</i>	
DETAILS OF ANIMAL			
NAME OF ANIMAL:		SEX:	MALE      FEMALE
BREED:		AGE:	
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)		
DETAILS OF OWNER / AUTHORISED AGENT <i>(delete whichever is not applicable)</i>			
FULL NAMES:			
ID NUMBER:			
E-MAIL ADDRESS:			
CELL/MOBILE:			
RESIDENTIAL ADDRESS:			
SIGNED:			
WITNESS:			
DATE:			

## CONSENT FORM FOR THE USE OF MEDICINES OFF-LABEL (V4)

---

I, the undersigned, hereby

1. Understand that there are often no suitable products that are specifically registered in Australia for use in a particular species of animal or for a particular medical condition in that species of animal.
2. Understand that, in order for my veterinarian to be in a position to treat my animal, he/she may have to resort to using or advising the use of products registered for use only in other species, including human beings, and/or products registered for another purpose.
3. Understand that treatment with the products described below will mean that my veterinarian will be using or advising the use of such products on my animals outside of the recommendations or even in contradiction with the recommendations contained in the package insert relating to the registration of that product (i.e. "off label").
4. Accept that there may be known or unknown side effects and adverse consequences associated with the use of these products under these circumstances, have appraised myself of these risks and unconditionally accept the risks related thereto.
5. Unconditionally indemnify the veterinarians of this facility, the facility and the staff of the facility against any claim of whatsoever nature arising from any side-effects or adverse consequences or any damage that arises from the use of the products described below.
6. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy, **including but not limited to social media, community forums and review sites.**

Description of Product: <i>(Name, Manufacturer, Quantity/Volume, Form, Strength)</i>				
PROPOSED PROCEDURE:				
ESTIMATE OF COSTS:	R	<i>(costs may vary substantially due to unforeseen circumstances)</i>		
DETAILS OF ANIMAL				
NAME OF ANIMAL:		SEX:	MALE	FEMALE
BREED:		AGE:		
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)			
DETAILS OF OWNER / AUTHORISED AGENT <i>(delete whichever is not applicable)</i>				
FULL NAMES:				
ID NUMBER:				
E-MAIL ADDRESS:				
CELL/MOBILE:				
RESIDENTIAL ADDRESS:				
SIGNED:				
WITNESS:				
DATE:				

## REFUSAL OR REFERRAL (V4)

---

{PRACTICE LETTERHEAD}

I, the undersigned adult major

1. Do hereby acknowledge that the above facility has offered me a referral of my pet to a specialist facility and I have refused this option against the advice of the vets and staff of this facility and that I do so entirely at my own risk.
2. Do hereby acknowledge that the above facility has offered me euthanasia for my pet and I have refused this option against the advice of the vets and staff of this facility and that I do so entirely at my own risk.
3. Do hereby acknowledge that I am removing my pet from the above facility prior to the completion of the diagnosis and / or treatment against the advice and wishes of the vets and staff of this facility and that I do so entirely at my own risk.

*(delete whichever clause, 1 or 2 or 3, that may not be applicable)*

4. Do hereby unconditionally indemnify this facility and the staff of this facility against any claim of whatsoever nature arising from any claim of unprofessional conduct, negligence or for damages in any form whatsoever.
5. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy, **including but not limited to social media, community forums and review sites.**
6. I acknowledge that I have read and understood these conditions and hold myself bound thereto.

PROPOSED PROCEDURE:			
ESTIMATE OF COSTS:	R	<i>(costs may vary substantially due to unforeseen circumstances)</i>	
DETAILS OF ANIMAL			
NAME OF ANIMAL:		SEX:	MALE      FEMALE
BREED:		AGE:	
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)		
DETAILS OF OWNER / AUTHORISED AGENT (delete whichever is not applicable)			
FULL NAMES:			
ID NUMBER:			
E-MAIL ADDRESS:			
CELL/MOBILE:			
RESIDENTIAL ADDRESS:			
SIGNED:			
WITNESS:			
DATE:			

## PREMATURE REMOVAL OF ANIMAL (V4)

{PRACTICE LETTERHEAD}

I, the undersigned adult major

1. Do hereby acknowledge that I am removing my pet from the above facility prior to the completion of the diagnosis and / or treatment against the advice and wishes of the vets and staff of this facility and that I do so entirely at my own risk.
2. Do hereby unconditionally indemnify this facility and the staff of this facility against any claim of whatsoever nature arising from any claim of unprofessional conduct, negligence or for damages in any form whatsoever.
3. I acknowledge that I have read these conditions and hold myself bound thereto.

DETAILS OF ANIMAL				
NAME OF ANIMAL:		SEX:	MALE	FEMALE
BREED:		AGE:		
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)			
DETAILS OF OWNER / AUTHORISED AGENT (delete whichever is not applicable)				
FULL NAMES:				
ID NUMBER:				
E-MAIL ADDRESS:				
CELL/MOBILE:				
RESIDENTIAL ADDRESS:				
SIGNED:				
WITNESS:				

DATE:

## INFORMED CONSENT FOR EXPORT (V2)

---

{PRACTICE LETTERHEAD}

1. I, the undersigned, an adult major, hereby authorise the veterinarians and staff of this veterinary facility to perform any reasonable veterinary services related directly or indirectly to the export process.
2. I understand and accept that export protocols are country-specific and subject to change without notice. I understand and accept that the veterinarians at this facility have no knowledge of the export process and that I have no expectations in this regard of any nature whatsoever. I confirm that I have appointed a transport/export company and that I and my export company are jointly responsible and liable for each and every aspect of the export process and any matters that arise.
3. I accept that a vaccine book has no validity or value in any part of the export process. I accept that the so-called health certificate is a fiction, given that no veterinarian can certify that an animal is healthy.
4. I recognise that there are many risks related to export services. I have discussed any concerns I may have with the veterinarian. I hereby indemnify the veterinarians, staff and this facility from all actions, loss or damages arising directly or indirectly from these services.
5. I have arranged appropriate insurance cover for any loss or damages of whatsoever nature that may arise from the export process and any matters, alternatively, I accept that I self-insure for any eventuality.
6. In the event of any grievance or dispute with this veterinary facility or its veterinarians, I undertake to enter into and complete the VDA's free Alternate Dispute Resolution process, before resorting to any other action or remedy, **including but not limited to social media, community forums and review sites.**
7. I acknowledge that I have read these conditions and hold myself bound thereto.

DETAILS OF ANIMAL				
NAME OF ANIMAL:		SEX:	MALE	FEMALE
BREED:		AGE:		
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)			
DETAILS OF OWNER / AUTHORISED AGENT (delete whichever is not applicable)				
FULL NAMES:				
ID NUMBER:				
E-MAIL ADDRESS:				
CELL/MOBILE:				
RESIDENTIAL ADDRESS:				
SIGNED:				
WITNESS:				
DATE:				

## CONSENT TO VASECTOMY/CAUDA EPIDIDECTOMY (V4)

---

{PRACTICE LETTERHEAD}

I hereby consent to a Vasectomy or a Cauda Epididectomy being performed under local or general anaesthetic on the animal identified below, the nature of the procedure having been explained to me. I understand that the operation is to render this animal sterile, but that no guarantee can be given that, in the case of a vasectomy, recanalisation of the vas deferens may not take place in future with a return to fertility. I have been advised that the animal must be isolated from female animals until I am in possession of:

- A. A copy of a Specialist Veterinary Pathologist's report certifying that:
  - a. Both vas deferens removed from the above animal have been positively identified and are at least 3 cm each in length.
  - or
  - b. Both cauda epididymis removed from the above animal are positively identified and are complete.
- B. A veterinary certificate is supplied, certifying that on 3 occasions at minimum 30-day intervals after the procedure and before the animal is exposed to female animals at any time in the future, and that
- C. On each occasion two attempts at procuring a proper ejaculate were made, 5 – 10 minutes apart
- D. And were deposited into sperm-free containers
- E. And were centrifuged and stained with sperm-free stain
- F. Which showed an absence of sperm.

ESTIMATE OF COSTS:	R <span style="float: right;"><i>(costs may vary substantially due to unforeseen circumstances)</i></span>		
DETAILS OF ANIMAL			
NAME OF ANIMAL:		SEX:	MALE      FEMALE
BREED:		AGE:	
HAS THIS ANIMAL SHOWN ANY UNUSUAL SYMPTOMS?	CIRCLE YES OR NO (write details on back of this form)		
DETAILS OF OWNER / AUTHORISED AGENT <small>(delete whichever is not applicable)</small>			
FULL NAMES:			
ID NUMBER:			
E-MAIL ADDRESS:			
CELL/MOBILE:			
RESIDENTIAL ADDRESS:			
SIGNED:			
WITNESS:			
DATE:			

## WILDLIFE/ STRAY ANIMAL ADMISSION FORM

---

{PRACTICE LETTERHEAD}

**PRACTICE NAME:** \_\_\_\_\_

*Hereinafter referred to as "The Practice"*

Date/Time: \_\_\_\_\_

### SECTION A: DETAILS OF PERSON HANDING OVER ANIMAL

Full Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Residential Address: \_\_\_\_\_

### SECTION B: ANIMAL DETAILS

Species (if known): \_\_\_\_\_

Description (colour, markings, injuries, etc.): \_\_\_\_\_

Location where animal was found: \_\_\_\_\_

Date & Time animal was found: \_\_\_\_\_

Circumstances under which the animal was found: \_\_\_\_\_

### SECTION C: DECLARATION & CONSENT

I, the undersigned, confirm the following:

1. I am not the legal owner or agent of the animal presented to: \_\_\_\_\_
2. I do not know who the legal owner is.
3. I am voluntarily surrendering the animal to \_\_\_\_\_ for veterinary assessment, treatment and/or transfer as deemed appropriate by the attending veterinary professionals.
4. I understand and agree that, once the animal is surrendered, I relinquish all claims, rights with regard to the animal.
5. As such I will not contact "The practice" regarding the animal after surrender.

6. I acknowledge that, in terms of applicable local municipal by-laws in South Africa, stray domestic animals found and presented to a veterinary practice must be reported and/or surrendered to the designated municipal pound or authorised animal welfare organisation—such as the SPCA—within a prescribed period. The veterinary practice is legally obligated to comply with these regulations and may transfer the animal accordingly, without prior notice. I understand that I relinquish all further claims or rights over the animal upon surrender.

## SIGNATURE

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of , \_\_\_\_\_ 20

Signature: \_\_\_\_\_

Full Name (printed): \_\_\_\_\_

## FOR CLINIC USE ONLY

Animal ID / Reference No: \_\_\_\_\_

Vet/Staff Member Receiving: \_\_\_\_\_

Initial Notes / Observations:

## WAIVER OF LIABILITY FOR SEMEN AND EMBRYO HANDLING AND STORAGE (V4)

---

I, the undersigned, hereby certify that I am an adult person and that I am the lawful owner of the Semen or Embryos described hereunder.

I hereby indemnify the veterinarians and staff of this facility and this facility against any claims of whatsoever nature flowing from or related to the handling and storage of the semen and/or embryos described hereunder

Details of the owner of the semen or embryos	
Name:	
Signature:	
Date:	
Witness:	
Reference details of the semen or embryos:	

Details of the donor animal	
Name:	
Microchip number:	
Breed	
Colour:	
Age:	
Male (semen)	Female (embryos)

## PART 4: CERTIFICATES

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### Part 4: Certificates

Small animal health certificate (V4)	98
Small animal artificial insemination information form	101
Large animal health certificate	104
Equine veterinary health certificate	107
The five stage examination	111

## SMALL ANIMAL HEALTH CERTIFICATE (V4)

This is to certify that, at the request of (Name & address)

---



---

I have today examined the animal described below, the property of (Name & address)

---

Name of animal (or breeding):

---

Breed or Type: \_\_\_\_\_ Microchip Number: \_\_\_\_\_

Colour: \_\_\_\_\_ Sex: \_\_\_\_\_

Age (by documentation): \_\_\_\_\_ Approx. Age (by dentition) \_\_\_\_\_

Laboratory \_\_\_\_\_ Ref Number: \_\_\_\_\_ (Drug Profile)

Ref. Number: \_\_\_\_\_ (DNA -typing)

<b>Identifi cation</b>	Head:
	Neck:
	Limb LF:
	Limb RF:
	Limb LH:
	Limb RH:

	Body:
	Tattoos/acquired marks:

## REPORT OF EXAMINATION

I find no clinically apparent signs of disease, injury or physical abnormality other than the following: (see addendum attached if too little space)

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I recommend that the following special diagnostic tests be conducted:

---



---

The following lesions appear dormant now but may become active in the future:

---



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---

The following additional tests have been carried out:

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*Warranty:* If the applicant wishes to obtain a warranty covering the animal's existing or future suitability or performance, they are advised to seek such warranty in writing from the current owner, as this is not the responsibility of the veterinarian.

NB: It is recommended that all working animals of value have their joints screened for any pathology by means of x-ray or other examination.

Veterinarian's Name \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

SMALL ANIMAL ARTIFICIAL INSEMINATION INFORMATION FORM

[LETTERHEAD]

This is to state that, at the request of (Name & address)

\_\_\_\_\_  
\_\_\_\_\_

I have today artificially inseminated an animal described below, of (Name & address)

\_\_\_\_\_  
\_\_\_\_\_

**The Bitch**

Given name of animal (or breeding):

\_\_\_\_\_

Apparent Breed or Type:

\_\_\_\_\_

Located Microchip Number: \_\_\_\_\_ Colour: \_\_\_\_\_

Sex: \_\_\_\_\_ Age (by documentation): \_\_\_\_\_ Approx. Age (by dentition) \_\_\_\_\_

Laboratory: \_\_\_\_\_ Ref Number: \_\_\_\_\_ (Drug profile)

Ref Number: \_\_\_\_\_ (DNA-typing)

Registration No: \_\_\_\_\_ as given on the certificate annexed hereto.

Vaginal smear:

\_\_\_\_\_

Vaginal examination:

\_\_\_\_\_

Progesterone level:

\_\_\_\_\_

I, the owner/agent of the owner (delete whichever not applicable) hereby certify that this blood sample was taken from my animal/the animal belonging to the legal owner (delete whichever not applicable) which was admitted for artificial insemination.

\_\_\_\_\_ Signature

\_\_\_\_\_ Blood Sample

## REPORT OF INSEMINATION

### The Semen

The semen was contained in frozen straws with the following markings:

Straw One: Date: \_\_\_\_\_ Type: \_\_\_\_\_ Colour: \_\_\_\_\_

Inscription: \_\_\_\_\_

Straw Two: Date: \_\_\_\_\_ Type: \_\_\_\_\_ Colour: \_\_\_\_\_

Inscription: \_\_\_\_\_

Inscription: \_\_\_\_\_

I, the owner/agent of the owner (strike out whichever not applicable) hereby certify that this Semen Straw was provided for artificial insemination of \*my animal/the animal belonging to the legal owner (\*strike out whichever not applicable)

\_\_\_\_\_ Signature

\_\_\_\_\_ Semen Straw

### Alternatively:

Fresh semen donor:

Given name of animal (or breeding):

\_\_\_\_\_

Apparent Breed or Type:

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Located Microchip Number: \_\_\_\_\_ Colour: \_\_\_\_\_

Sex \_\_\_\_\_ Age (by documentation): \_\_\_\_\_ Approx. Age (by dentition): \_\_\_\_\_

Laboratory: \_\_\_\_\_ Ref Number: \_\_\_\_\_ (Drug Profile)

Reference Number: \_\_\_\_\_ (DNA-typing)

Registration Number: \_\_\_\_\_ as given on the certificate annexed hereto.

I, the owner/agent of the owner (strike out whichever not applicable) hereby certify that this blood sample was taken from my animal/the animal belonging to the legal owner which was admitted for fresh semen insemination. (strike out whichever not applicable)

\_\_\_\_\_ Signature

\_\_\_\_\_ Blood Sample

The custodian of the bitch is responsible for controlling the bitch and preventing mating by other dogs during the oestrus period.

No Warranty: No warranty is provided with regard to the positive identification of any animal, health, fertilization, pregnancy, live birth, healthy progeny or any other aspect or issue.

Veterinarian's Name \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## LARGE ANIMAL HEALTH CERTIFICATE

This is to certify that, at the request of (Name & address) \_\_\_\_\_

I have today examined the animal described below, the property of (Name & address) \_\_\_\_\_

Name of Animal (or breeding): \_\_\_\_\_

Breed or Type: \_\_\_\_\_ Microchip Number: \_\_\_\_\_

Colour: \_\_\_\_\_

Sex: \_\_\_\_\_ Age (by documentation): \_\_\_\_\_ Approx. Age (by dentition) \_\_\_\_\_

Laboratory: \_\_\_\_\_ Ref Number: \_\_\_\_\_ (Drug Profile)

Ref Number: \_\_\_\_\_ (DNA –typing)

<b>Identifi cation</b>	Head:
	Neck:
	Limb LF:
	Limb RF:
	Limb LH:
	Limb RH:
	Body:

	Ear Tag/ Brands/ Tattoos/ Acquired marks:
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I find no clinically apparent signs of disease, injury or physical abnormality other than the following: (see addendum attached if too little space)

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I recommend that the following special diagnostic tests be conducted:

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The following lesions appear dormant now but may become active in the future:

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The following additional tests have been carried out:

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**Warranty:** If the applicant wishes to obtain a warranty covering the animal's existing or future performance, they are advised to seek such warranty in writing from the current owner, as this is not the responsibility of the veterinarian.

NB: It is recommended that all working animals of value have their joints screened for any pathology by means of x-ray or other examination.

Veterinarian's Name \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

EQUINE VETERINARY HEALTH CERTIFICATE

This is to certify that, at the request of (Name and address) \_\_\_\_\_

I have today examined the horse described below, the property of (Name and address)

(Vets may not certify animals on behalf of sellers or their agents)

I, or my practice have not attended \*this horse/\*this owner in the past. \*(Delete whichever is not applicable)

I, or my practice, have attended this horse on the following past occasions:

And the following history is significant:

Name of Horse (or breeding): \_\_\_\_\_

Breed or Type: \_\_\_\_\_ Microchip Number: \_\_\_\_\_

Colour: \_\_\_\_\_ Sex: \_\_\_\_\_

Age (by documentation): \_\_\_\_\_ Approx. Age (by dentition) \_\_\_\_\_

Laboratory \_\_\_\_\_

Reference Number: \_\_\_\_\_ (Drug Profile)

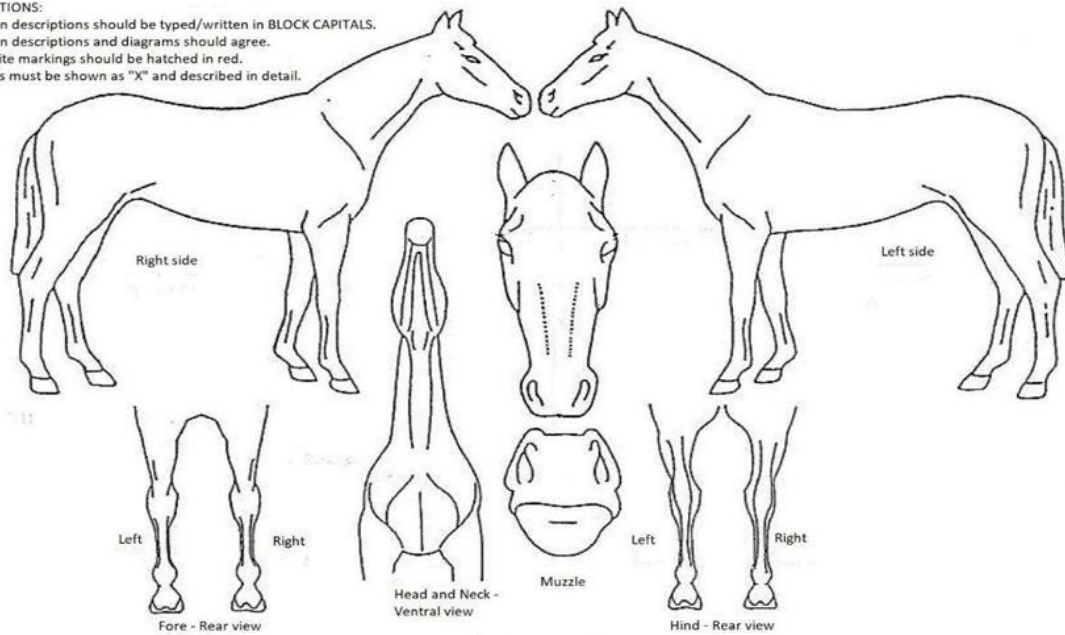
**Blood Sample**

"I the buyer/owner/lawful agent of the owner/stable-manager/trainer (delete whichever not applicable) hereby certify that this blood sample was taken from my animal/\*the animal belonging to the legal owner \*(delete whichever not applicable)."

Signature \_\_\_\_\_

<b>Identifi cation</b>	Head:
	Neck:
	Limb LF:
	Limb RF:
	Limb LH:
	Limb RH:
	Body:
	Ear Tag/ Brands/ Tattoos/ Acquired marks:

INSTRUCTIONS:  
 1: Written descriptions should be typed/written in BLOCK CAPITALS.  
 2: Written descriptions and diagrams should agree.  
 3: All white markings should be hatched in red.  
 4: Whorls must be shown as "X" and described in detail.



1	2	3	4	5
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**REPORT OF EXAMINATION**

Having conducted a \_\_\_\_\_ stage examination (*mark whichever applicable with an X*)

I find no clinically apparent signs of disease, injury or physical abnormality, other than the following:

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The horse has been subjected to flexion tests/ the horse has not been subjected to flexion tests for the following reasons:

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The horse has been trotted in a circle on a hard surface/ the horse has not been trotted in a circle for the following reasons:

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I recommend that the following special diagnostic tests be conducted:

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The following lesions appear dormant now but may become active in the future:

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The following additional tests have been carried out:

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**Age:** Estimates of age based on an examination of dentition are imprecise and unreliable and the age as stated here is an approximation only. The term "aged" may be used if the animal appears to be over 15 years old.

**Warranty:** If the applicant wishes to obtain a warranty covering the animal's existing or future performance as a race-horse, show-jumper, riding horse, eventer, etc., or wishes to obtain warranties relating to height, freedom from vices and temperament, they are advised to seek such warranty in writing from the current owner, as these are not the responsibility of the veterinarian. NB: It is recommended that all working horses of value have their joints below the shoulders and knees screened for any pathology by means of x-ray examination and undergo a drug test.

**Insurance:** It is recommended that appropriate insurance cover be obtained.

\_\_\_\_\_ Date: \_\_\_\_\_

Veterinarian's Name

Signature:

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Address

## THE FIVE STAGE EXAMINATION

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Veterinarians have developed a general routine of examination which has been found to be satisfactory as a means of detecting signs of disease and injury. This examination is conducted in five stages, and all the stages should be completed in full. If this has not been done, then it should be made clear on the indemnity certificate (page 4 of the VDA-EHC) in what way the examination has been varied and that the client understands that any opinions expressed are based on this restricted examination.

The full 5-stage examination consists of:

### **Stage 1** – Preliminary examination

This is a methodical examination of the animal's body to assess general appearance and condition. It includes examination of the teeth, the resting heart and lungs, the eyes by ophthalmoscope, the skin, the limbs and feet (with hoof tester) and flexion of the limb joints to reveal pain or limitation of movement.

### **Stage 2** – Trotting up

The animal is walked and trotted on hard, level ground in order to detect gross abnormalities of gait and action and then re-examined.

### **Stage 3** – Strenuous Exercise

The animal is given sufficient strenuous exercise and then re-examined:

1. To make it breathe deeply and rapidly so that any unusual breathing sounds may be heard;
2. To increase the action of the heart so that any abnormalities may be more easily detected; and
3. To tire the animal so that strains or injuries may be revealed by stiffness or lameness after a period of rest.

The exercise must be by way of both lunging and with a rider on the horse's back.

### **Stage 4** – A period of rest

The horse is allowed to stand quietly for a period. During this time, the breathing and the heart are checked as they return to their resting levels.

### **Stage 5** – The second trot and foot examination

The horse is walking and trotted again, turned sharply and backed, in order to reveal abnormalities exacerbated by the strenuous exercise stage.

The form on page 4 of the VDA-EHC is an instruction from the owner, prospective purchaser or lawful agent to the examining veterinarian to omit stages 3, 4 and/or 5 of the full examination and indemnifies the veterinarian against any consequences arising out of abnormalities not revealed during the limited examination.

**[Only to be completed by clients seeking a limited examination]**

I, \_\_\_\_\_ (Full Names)

of \_\_\_\_\_ (Address)

as the prospective buyer/lawful agent of the buyer (*delete whichever is not applicable*)

hereby request Dr \_\_\_\_\_ (Veterinarian's name) to perform an examination,

limited to stages one, two, \_\_\_\_\_ as described on page 3 of this certificate,

on the horse described on page 1 of this certificate, for the following reason(s):

\_\_\_\_\_

and which I am purchasing / insuring (*delete whichever is not applicable*) for death cover only

The horse is owned by: \_\_\_\_\_ (Owner's name)

Of \_\_\_\_\_ (Owner's address)

I acknowledge that the extent of this limited form of examination has been explained to me prior to the examination taking place. I accept and understand that such limited examination may not reveal certain conditions which may have been discovered during the course of a full 5-stage examination.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

**[To be completed by vendors]**

I, \_\_\_\_\_ (Full Names)

Of \_\_\_\_\_ (Address)

am the legal seller/owner/vendor (*delete whichever is not applicable*) of the horse fully described on page 1 of this Health Certificate, and I hereby give permission for

Dr \_\_\_\_\_ (*Veterinarian's name*) to examine the horse.

- 1. How long have you been the owner of this horse? \_\_\_\_\_
- 2. Have you been in daily contact with this horse throughout your ownership?  Yes  No
- 3. Has the horse received its required vaccinations in the preceding year?  Yes  No
- 4. Has the horse had any ailments in the preceding year?  Yes  No
- 5. Has the horse been under veterinary care in the preceding year?  Yes  No
- 6. Has the horse been given any drugs in the last three months?  Yes  No
- 7. Does the horse have any vices?  Yes  No
- 8. Has the horse been bred, or had the opportunity to breed, in the preceding year?  Yes  No
- 9. Have any horses on the same premises had any infectious/contagious ailments/diseases?  Yes  No
- 10. Has this horse been transported in the preceding year?  Yes  No

*If No to Question 2 & 3 or Yes to Questions 4-10, please describe fully (please continue on the back of this page if there is insufficient space):*

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I am aware or have fully researched this horse's background and history, and warrant that the following is a complete disclosure of all the conditions, illnesses and pathology present in this horse known to me (*Please continue writing on the back of this page if there is insufficient space*):

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I warrant that the answers above are true and complete. I acknowledge that should any information to the contrary be discovered, that this absolves the veterinarian from any liability. I understand that the aforesaid vet expresses an opinion only on what is reasonably visible at the time of examination and cannot be held liable for damages arising from conditions or pathology that are not reasonably visible at this time. I also understand that

the veterinarian cannot be held liable for conditions and pathology that are present but deteriorate or undergo a change in nature after the examination.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed: \_\_\_\_\_ (Witness) \_\_\_\_\_

(Seller/Owner/Vendor)